



September 26, 2013

Beverly Kolenberg, Esq.
U.S. Environmental Protection Agency – Region 2
Division of Enforcement and Compliance Assistance
290 Broadway, 17th Floor
New York, New York 10007-1866
Re: Request for Information

Dear Ms. Kolenberg:

The following information is provided in response to the CERCLA Request For Information (“RFI”) questions 1 through 14 pursuant to your letter dated July 31, 2013. We have transcribed your questions into this response letter and have inserted our answers directly below each question, as indicated. As you know, you agreed to extend the time for Arkwin Industries to respond to the RFI from August 31 to September 23, 2013.

REQUEST FOR INFORMATION

1. a. State the correct legal name and mailing address of your Company.

ANSWER: Arkwin Industries, Inc. (“Arkwin”) is located at 686 Main Street, Westbury, NY 11590. To the best of our knowledge, this is the name under which Arkwin has engaged in business activities since commencing its business activities on or about June 1951.

- b. State the name(s) and address(es) of the President, Chief Executive Officer and the Chairman of the Board (or other presiding officer) of the Company.

ANSWER: The current Corporate Officers of Arkwin Industries are:

Raymond F. Laubenthal – Chief Executive Officer
Raymond Laubenthal located in Cleveland, Ohio.
Frank Robilotto – President
Frank Robilotto is located in Westbury, New York.

- c. Identify the state and date of incorporation of the Company and the Company's agents for service of process in the state of incorporation, and in New York State.

ANSWER: Arkwin Industries, Inc. is a corporation formed in New York State on November 7, 1951. Its principal place of business is 686 Main Street, Westbury, N.Y. 11590. Its agent for Service of Process is CT Corporation System.

- d. If your Company is a subsidiary or affiliate of another corporation or entity, identify each of those other corporations or entities and for each, the President, Chief Executive Officer and Chairman of the Board. Identify the state of incorporation and agents for service of process in the state of incorporation and in New York State for each corporation identified in your response to this question.

ANSWER: Arkwin is a direct subsidiary of TransDigm Inc., a Delaware corporation, and an indirect subsidiary of TransDigm Group Incorporated, a Delaware corporation. The President of each of those corporations is Raymond Laubenthal and the Chairman of the Board and Chief Executive Officer of each of those corporations is W. Nicholas Howley. The agent for service of process of each of those corporations is CT Corporation System.

2. Identify the address, Section, Block and Lot numbers, and the size of each property (hereinafter, "Property" or "Properties") that your Company either presently owns and/or formerly owned within the Site from the date your Company, or any related company had an ownership interest. (See Definitions section for terms.)

ANSWER:

Address of Property	Section	Block	Lot(s)	Date Acquired
648 Main Street, Westbury, NY	11	78	1-4 9-11	1972
656 Main Street, Westbury, NY	11	78	5-8 64-67	Arkwin purchased this property in 2011
662 Main Street, Westbury, NY	11	79	1-2	1976
670 Main Street, Westbury, NY	11	79	3-8	Brooklyn 55 purchased this property in 1979
66 Brooklyn Avenue, Westbury, NY	11	79	266-270	Arkwin purchased this property in 2011.

Total Size of All Parcels: 1.7 acres

3. For each Property identified in response to question 2. in which your Company has and/or had an ownership interest currently or in the past, please identify:

- a. The date your Company acquired an ownership interest. An ownership interest includes, but is not limited to, fee owner, lessor or lessee, licensee and/or operator;

ANSWER: See answers to question 2.

- b. The name and address of all other current and/or previous owners;

ANSWER: Brooklyn 55 Realty Corp. (fka Modan Associates), located at 686 Main Street, Westbury, NY 11590, was the prior owner of 656 Main Street, Westbury, NY and 66 Brooklyn Avenue, Westbury, NY. Brooklyn 55 was managed by Daniel Berlin, past President of Arkwin (now deceased).

- c. All individuals or entities that have leased, subleased or otherwise operated at each Property at any time currently or in the past, and identify the dates (month and year) that each such individual or entity began and ended its leasehold interest or its operations;

ANSWER: (i) 648 Main Street: Arkwin purchased this in 1972; it had leased it since 1955. Apparently, Vision Corporation of America had leased it around 1980 and before that Hydro-Craft Corporation; (ii) 656 Main Street: Brooklyn 55 Realty Corp purchased this in 1966; Arkwin purchased it in 2011; and (iii) 66 Brooklyn: Modan Associates (later Brooklyn 55) purchased in 1961; at some point it appears to have leased it to Arkwin.

- d. Any portion of any Property which was transferred or sold, and the block and lot number, the date of the transfer or sale, the sale price and the entity that acquired the Property;

ANSWER: See answers to questions 2 and 3c.

- e. The relationship, if any, between your Company and each of the individuals and/or other entities identified as having leased or operated at each Property;

ANSWER: See answers to questions 1 d. and 3 c.

- f. Your Company's involvement in all operations conducted by each lessee and/or other individual or entity identified in response to question 3c., above;

ANSWER: Arkwin was not involved in the operations of any lessee except to the extent indicated by the answer to question 3 c.

- g. For each Property, provide all documents relevant to your responses to questions 3a.- 3f., above, and provide copies, including, but not limited to, copies of surveys, title search documents, deeds, rent rolls, leases and correspondence.

ANSWER: Arkwin is working on assimilating these documents, to the extent that they apply to this question and to the extent that they are available will provide them when located.

4. Provide copies of all maps, building plans, floor plans and/or drawings for each Property identified in response to question 2., above. Your response to this question should include, but not be limited to, providing plumbing and drainage system plans for all structures on each Property.

For both current (if still in operation) and past operations during the period of time that the Company was at a Property, please identify and provide a description of the following:

- a. all surface structures and features (e.g., buildings, above-ground storage tanks, paved, unpaved areas and parking lots, and dates when paved areas were paved);
- b. all past and present plumbing systems, above and below-ground discharge piping, sumps, storm water drainage systems, sanitary sewer systems, septic tanks, dry wells, subsurface disposal fields, and underground storage tanks ; and
- c. all currently existing and previously existing chemical and industrial hazardous substance storage, transfer, spill and disposal areas.

ANSWER: See *Delisting Report for Arkwin Industries Site*, prepared by FPM in June 2011 attached herein as **Attachment A**. See also, *Drawings of Properties* attached herein as **Attachment B**.

5. For each Property identified in question 2., above, at which your Company conducted operations, describe in detail the manufacturing processes and/or other operations that your Company conducted at the Property, and identify the years during which your Company conducted operations there. If those operations were not constant throughout your Company's operations, describe the nature of all changes in operations, and state the year of each change. If detailed information about your Company's operations is not available, provide, at a minimum, a general description of the nature of your Company's business at the Property, the years of operation, the type of work your Company conducted, and the number of employees for all the operations.

ANSWER: For the past sixty (60) years Arkwin Industries has been in the business of designing and producing precision hydraulic and fuel system components for civil and military fixed wing aircraft, helicopters, space craft and turbine engines. The described business activities occurred in and around the Properties listed herein.

6. With respect to industrial wastes at a Property:

- a. List all industrial wastes that were used, stored, generated, handled or received by your Company at the Property. Your response to this question should include, but not be limited to, use, storage, generation and/or handling of trichloroethylene ("TCE"), tetrachloroethylene ("PCE"), 1,1,1-trichloroethane ("1,1,1-TCA") and other chlorinated or non-chlorinated solvents. Be as specific as possible in identifying each chemical, and provide, among other things, the chemical name, brand name, and chemical content;

ANSWER: See answer to Question #7.

- b. State when each industrial waste identified in your response to question 6a., above, was used, stored, generated, handled or received, and state the volume of each industrial waste used, stored, generated and/or handled on an annual basis; and

ANSWER: See answer to Question #7.

- c. Describe the activity or activities in which each industrial waste identified in your response to question 6a., above, was used, stored, handled or received.

ANSWER: See answer to Question #5.

7. Describe in detail how and where the industrial wastes identified in response to question 6., above, were disposed. For each disposal location and method, state the nature and quantity of the material disposed of on an annual basis. For those time periods when a precise quantity is not available, provide an estimate.

ANSWER: As indicated in our other answers herein, no records appear to exist with respect to the waste streams generated by Arkwin Industries prior to 1979. As indicated in our prior answers herein, before 1979 and 1980 records appear incomplete. Please see below for yearly summary reports listing the wastes generated and transported by Arkwin Industries in each year. The records for the period 1981 to 1983 reflect the carrier used to transport and dispose of the waste but not the location where the waste was actually disposed of, which is unknown.

The following is a summary of yearly waste streams:

Year 1979 Totals

1/29/79	28 Drums	Chlorate	Pride Chemical 88 Lamar Street West Babylon, NY
4/4/79	550.8 gals	Waste Oil	Pride Chemical S&E Waste Oils
3/5/79	2300 gals	Waste Oil	PO Box 355

Glenn Head, NY 11545

6/11/79	2500 gals	Waste Oil	S&E Waste Oils
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Year 1980 Totals

Yearly totals of waste transported do not appear in records. This information is from the only records available for 1980.

4/15/80	Chlorethene	20 drums waste	Pride Chemical
5/18/80	Waste Oil	16 drums waste	Tanks A Lot 360 Maspeth Avenue Brooklyn, NY

Year 1981 Totals

2/4/81	Trichloroethane	1045/g	Pride Chemical
2/18/81	Trichloroethane	1045/g	Pride Chemical
3/31/81	Trichloroethane	715/g	Pride Chemical
6/18/81	Trichloroethane	935/g	Pride Chemical
8/25/81	Trichloroethane	1320/g	Pride Chemical
10/16/81	Trichloroethane	1100/g	Pride Chemical
11/30/81	Trichloroethane	715/g	Pride Chemical
9/28/81	Trim Sol	2500/g	Tanks A Lot 360 Maspeth Ave. Brooklyn, NY
8/26/81	Hydraulic Waste Oil	550/g	J.B. Waste Oil Co. 1818 41 st Astoria
10/9/81	Hydraulic Waste Oil	330/g	J.B. Waste Oil Co.

Year 1982 Totals

2/3/82	Trichloroethane	1100/g	Pride Chemical
3/24/82	Trichloroethane	825/g	Pride Chemical
5/10/82	Trichloroethane	750/g	Pride Chemical
6/25/82	Trichloroethane	935/g	Pride Chemical
5/18/82	Trim Sol	880/g	Tanks A Lot

3/1/82	Hydraulic Waste Oil	250/g	J.B. Waste Oil
5/10/82	Hydraulic Waste Oil	700/g	J.B. Waste Oil
6/11/82	Hydraulic Waste Oil	110/g	J.B. Waste Oil
9/10/82	Trichloroethane	550/g	Pride Chemical
9/22/82	Trichloroethane	385/g	Pride Chemical
9/22/82	Waste Trichloroethane	110/g	Pride Chemical
11/11/82	Trichloroethane	810/g	Pride Chemical
12/9/82	Trichloroethane	550/g	Pride Chemical
9/2/82	MEK	55/g	Hazardous Waste Dis.
12/13/82	Trim Sol	550/g	Tanks A Lot
8/19/82	Hydraulic Waste Oil	350/g	J.B. Waste Oil
10/19/82	Hydraulic Waste Oil	350/g	J.B. Waste Oil
12/3/82	Hydraulic Waste Oil	350/g	J.B. Waste Oil

Year 1983 Totals

7/19/83	Trichloroethane	715/g	Pride Chemical
9/7/83	Trichloroethane	495/g	Pride Chemical
10/5/83	Trichloroethane	605/g	Pride Chemical
11/9/83	Trichloroethane	605/g	Pride Chemical
12/15/83	Trichloroethane	715/g	Pride Chemical
7/11/83	MEK	55/g	Hazardous Waste Dis.
7/22/83	MEK	55/g	Hazardous Waste Dis.
11/14/83	MEK	90/g	Hazardous Waste Dis.
9/22/83	Trim Sol	825/g	Tanks A Lot
8/28/83	Hydraulic Waste Oil	250/g	J.B. Waste Oil
11/2/83	Hydraulic Waste Oil	350/g	Certified Waste Oil

Trichloroethane	550/g	Pride Chemical
Trichloroethane	880/g	Pride Chemical
Trichloroethane	660/g	Pride Chemical
Trichloroethane	990/g	Pride Chemical
MEK	110/g	Hazardous Waste Dis.
Trim Sol	385/g	Tanks A Lot
Hydraulic Waste Oil	350/g	J.B. Waste Oil

8. Describe in detail any knowledge your Company has about intentional or unintentional disposal of industrial wastes at each Property identified in response to question 2., above, including, but not limited to, TCE, PCE and/or other chlorinated or non-chlorinated solvents or wastes containing such solvents, at any time currently or in the past. Your response should include instances in which industrial wastes were spilled or otherwise disposed onto or into the floors or the ground from septic systems, pipes, drains, drums, tanks, or by any other means. Provide copies of all documents relevant to your response.

ANSWER: To the best of the knowledge of Arkwin Industries, there was no intentional or unintentional disposal or spills of industrial waste into the environment at or from any Property identified in response to Question #2.

9. Identify all leaks, spills, or releases of any kind of any industrial wastes (including, but not limited to, TCE and PCE or other chlorinated or non-chlorinated solvents or wastes containing such solvents) into the environment that have occurred, or may have occurred, at or from the Property, including any leaks or releases from drums and other containers. Provide copies of all documents relevant to your response.

ANSWER: See answer to Question #8.

10. Explain whether any repairs or construction were implemented to address any leaks, spills, releases or threats of releases of any kind, the nature of the work and the dates of any such work. Provide copies of all analyses, characterizations, environmental assessments or studies or any report or other description of any investigations, removal actions, remedial activities, or any other work conducted by your Company or by any other party on your Company's behalf relating to industrial wastes released at or from the Property and/or the Site. If any copies of the records requested in this question are available electronically, kindly submit your answer to this question on a disk.

ANSWER: See *Delisting Report for Arkwin Industries Site*, prepared by FPM in June 2011 attached herein as **Attachment A.**

11. Provide copies of all insurance policies held and indemnification agreements entered into by the Company which may potentially indemnify the Company against any liability which it may be found to have under CERCLA for releases and threatened releases of hazardous substances at and from the Property. In response to this request, please provide not only those insurance policies and agreements which currently are in effect, but also those that were in effect during any portion of the time the Company conducted operations at, or held a property interest at the NCIA. Your response should also identify the specific Property related to each policy and/or agreement.

ANSWER: Arkwin cannot locate any copies of prior historical insurance policies. Arkwin currently has an environmental insurance policy issued by Beazley Eclipse / Lloyds Insurance dated June 4, 2011 to June 4, 2014, attached herein as **Attachment C**.

12. State the names, telephone numbers and present or last known addresses of all individuals whom you have reason to believe may have knowledge, information or documents regarding the use, storage, generation, disposal of or handling of industrial wastes at the Site, the transportation of such materials to the Site, or the identity of any companies whose material was treated or disposed of at the Site.

ANSWER: Thomas Molloy, prior Vice-President (retired)
(631) 659-3169

Stephen Holbreich, prior Vice President and General Counsel (retired)
(516) 457-1633

13. If you have information or documents which may help EPA identify other companies that conducted operations, owned property, or were responsible for the handling, use, storage, treatment, or disposal of industrial wastes that potentially contributed to chlorinated solvent contamination at the Site, please provide that information and those documents, and identify the source(s) of your information.

ANSWER: Arkwin Industries presently does not have any documents or know the identity of such other responsible parties.

14. Please state the name, title and address of each individual who assisted or was consulted in the preparation of your response to this Request for Information. In addition, state whether each such person has personal knowledge of the answers provided.

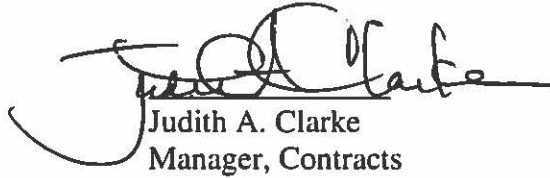
ANSWER: The following individuals were consulted with regard to answering this request.

Frank Robilotto
President
Arkwin Industries, Inc.
686 Main Street
Westbury, NY 11590

Judith Clarke
Manager, Contracts
Arkwin Industries, Inc.
686 Main Street
Westbury, NY 11590

Halle Terrion, Esq.
General Counsel
TransDigm Group Incorporated

Very truly yours,



Judith A. Clarke
Manager, Contracts

cc: Jennifer LaPoma, EPA Project Manager
S. Avena, Esq.

Attachment A

Delisting Report for Arkwin Industries Site

Attachment B

Drawings of Properties

Attachment C

Environmental Insurance Policy

CERTIFICATION OF ANSWERS TO REQUEST FOR INFORMATION

State of

County of NASSAU:

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document (response to EPA Request for Information regarding the New Cassel/Hicksville Site) and all documents submitted herewith, and that I believe that the submitted information is true, accurate, and complete, and that all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. I am also aware that I am under a continuing obligation to supplement my response to EPA's Request for Information if any additional information relevant to the matters addressed in EPA's Request for Information or my response thereto should become known or available to me.

JUDITH A. CLARKE

NAME (print or type)

MANAGER CONTRACTS

TITLE (print or type)

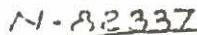

SIGNATURE

Sworn to before me this
26th day of September, 2013


Notary Public

BRIAN GRUNTHAL
NOTARY PUBLIC, State of New York
No. 01GR6035236
Qualified in Suffolk County
Commission Expires 12-27-2013

STREET

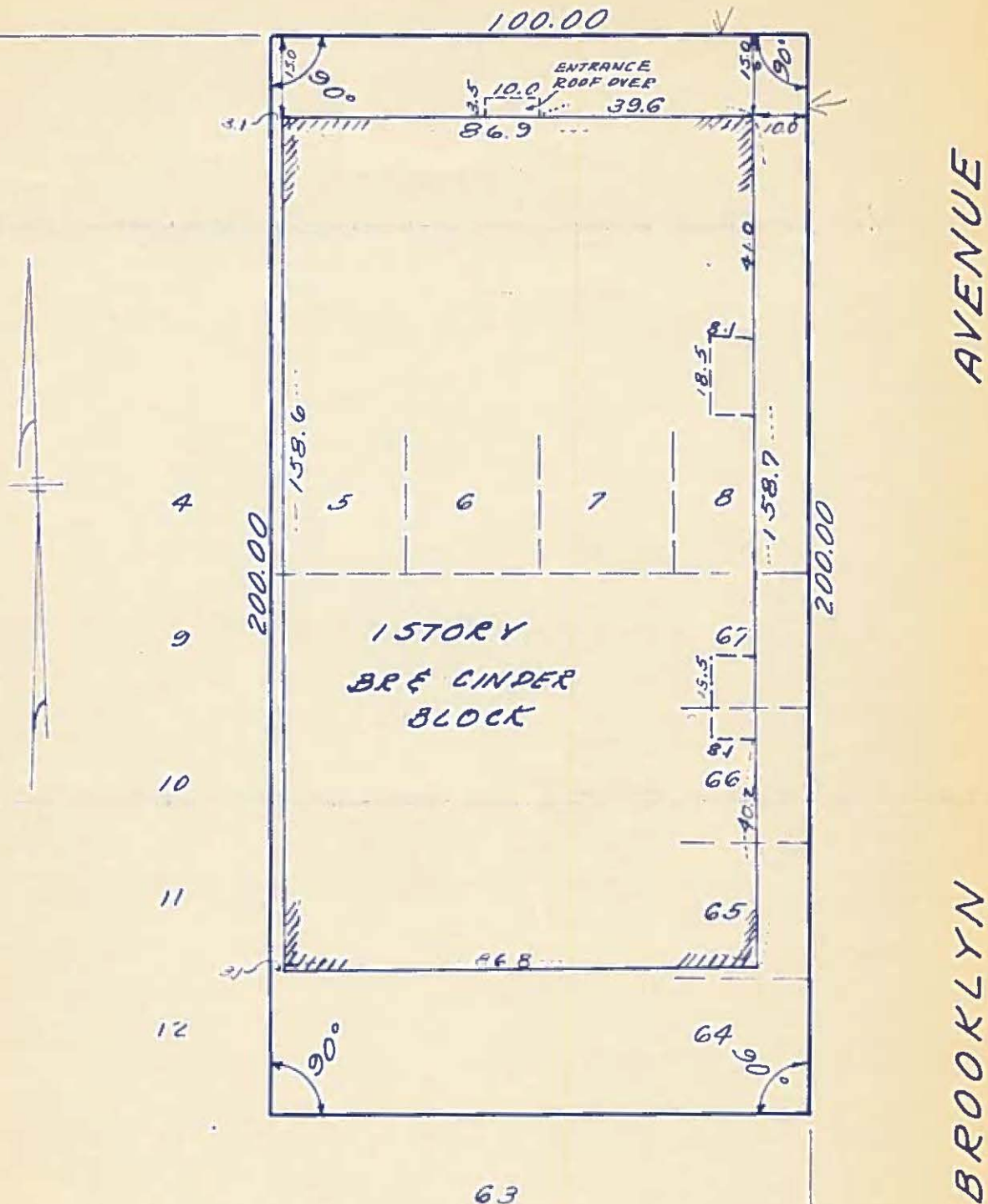


648

1.2.3 4
 11/20/21 TO CH. MAP OF THE CITY OF NEW CASSEL
 SITED AT NEW CASSEL NASSAU COUNTY, N
 THERED FOR CHARLES ROSECK
 WANTED TO HAVE THEIR GUARANTY CO
 LONG ISLAND CITY SAVINGS BANK
 VACANT
 UNDER CONST. 12-30-54
 EXT. COMPL. 2-5-55
 BLDGS. JOB
 JOB NO. 54-1226

VACANT _____
UNDER CONST. 12-30-54
EXT. COMPL. 2-5-55
BLDRS. JOB _____
JOB NO. 54-1226

119463
N141814



5, 6, 7, 8
LOTS & 64, 65, 66 & 67 BLK. 78 ON MAP OF 2ND MAP OF THE CITY OF NEW CASSEL
SITUATED AT NEW CASSEL NASSAU COUNTY, N. Y.
SURVEYED FOR CHARLES ROPECH
GUARANTEED TO HOME TITLE GUARANTY CO.
VACANT
FOUND.
UNDER CONST. 9-18-52
EXT. COMPL. 3 6-53
NASSAU CO. LAND MAP SEC. 11 SCALE 1" = 30' JOB NO. 52-190

DEVELOPMENT PLANNING

N.Y.S. LIC. NO. 22055

J. J. BOHN
LAND SURVEYOR

137 POST AVE. WESTBURY, N. Y.

TITLE & MORTGAGE SURVEYS

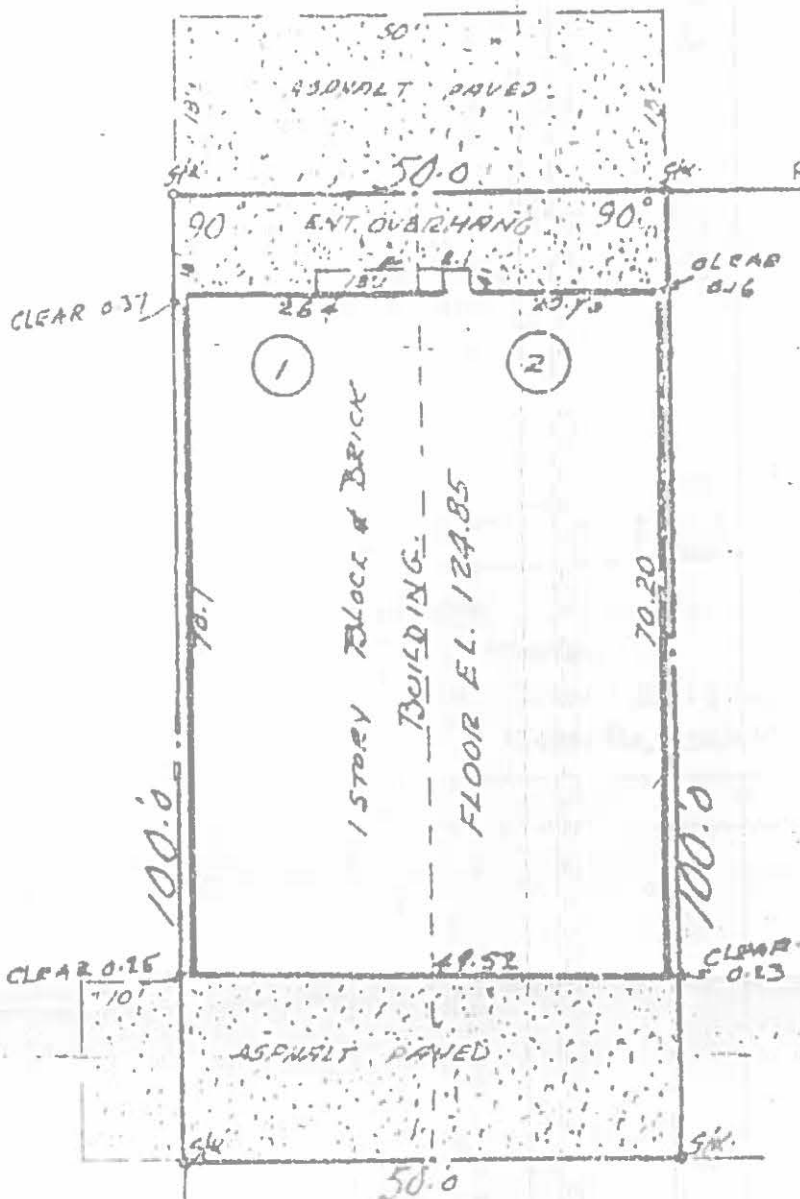
WEST. 7-0020

662

MAIN

ST

BROOKLYN AVE



662

FOUNDATION STAKED

BUILDING LOCATION UNDER CONST.

BUILDING LOCATION (FINAL)

Nov. 24, 1953

100 20 1354

100 20 1354

SEPT. 14, 1954

ELEVATIONS BASED ON

MEASUREMENTS U. S. STANDARD

OWNER NEW CASSEL INDUSTRIAL LAND, INC.

NELSON & BALDWIN

TS 1 & 2

LICENSED LAND SURVEYORS

WESTBURY, N. Y.

BOOK 79

SUCCESSOR TO H. E. HAWKHURST, C. E.

OF NEW CASSEL

SCALE 1" = 20'

DATE Nov. 24, 1953

LOCATION WESTBURY, N. Y.

TITLE GUARANTEE & TRUST CO. - &

SURVEY GUARANTEED TO

WESTBURY FEDERAL SAVINGS & LOAN ASSN.

FILE NO. 7322-C

BOOK 92 PAGE 112 & 153

Nelson & Baldwin

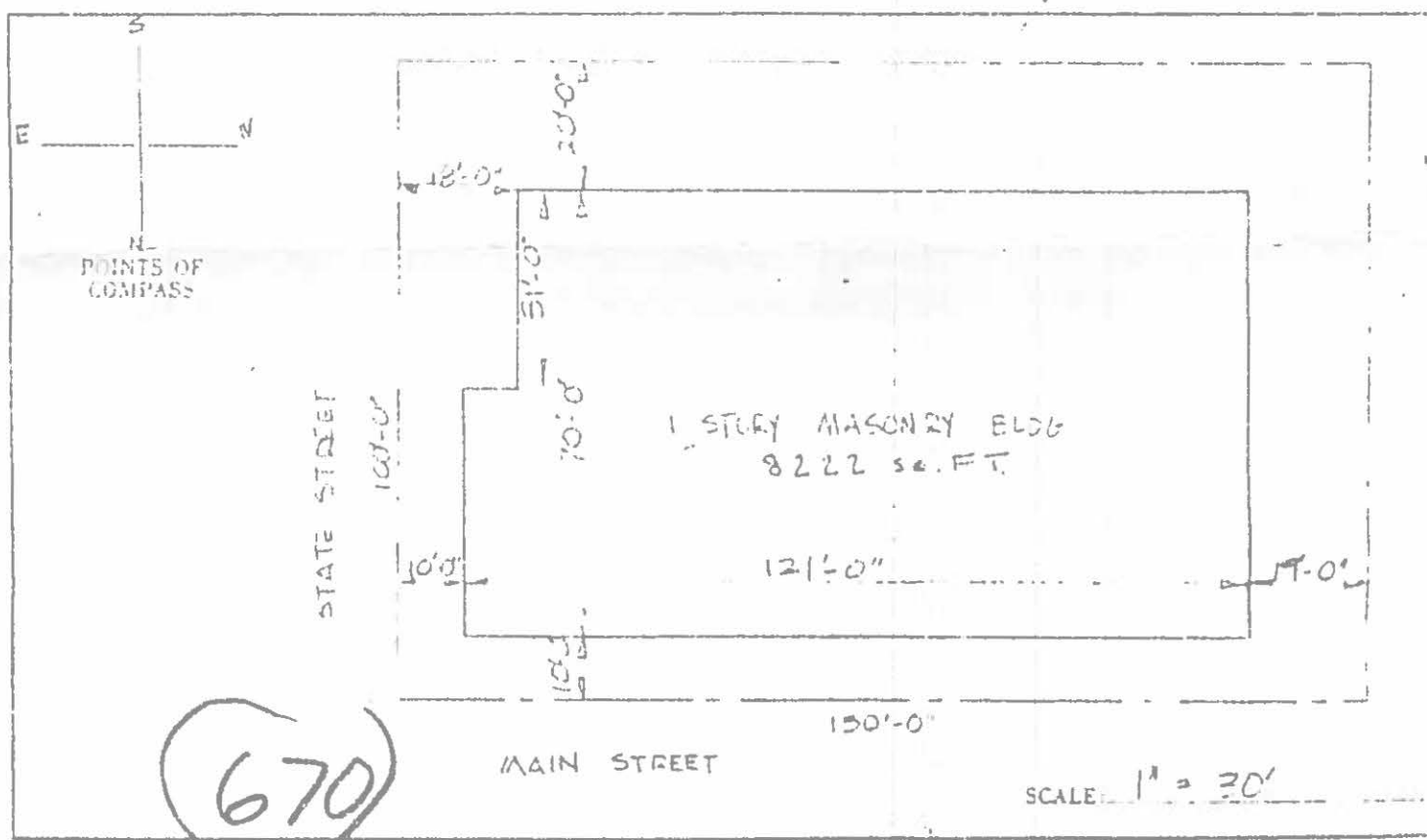
ALTERATIONS. Describe in detail all proposed alterations:

#670

Keith I. Hiner

FAILURE TO PROVIDE COMPLETE INFORMATION
MAY DELAY ACTION ON PLANS.

Applicant
Title Principal Keith I. Hiner, A.
Address 120 West John Street
Hicksville, Long Island, New York



IN SPACE ABOVE DRAW PLOT PLAN OF PROPOSED WORK AND ALL CONNECTED STRUCTURES

Designate each section by proper number and name; indicate height in stories of each section; give date of erection of each portion; plan show entire outline of connected structures and approximate overall dimensions; show north point; give name of and show location of streets, railroads, canals, rivers, buildings, lot lines, etc.

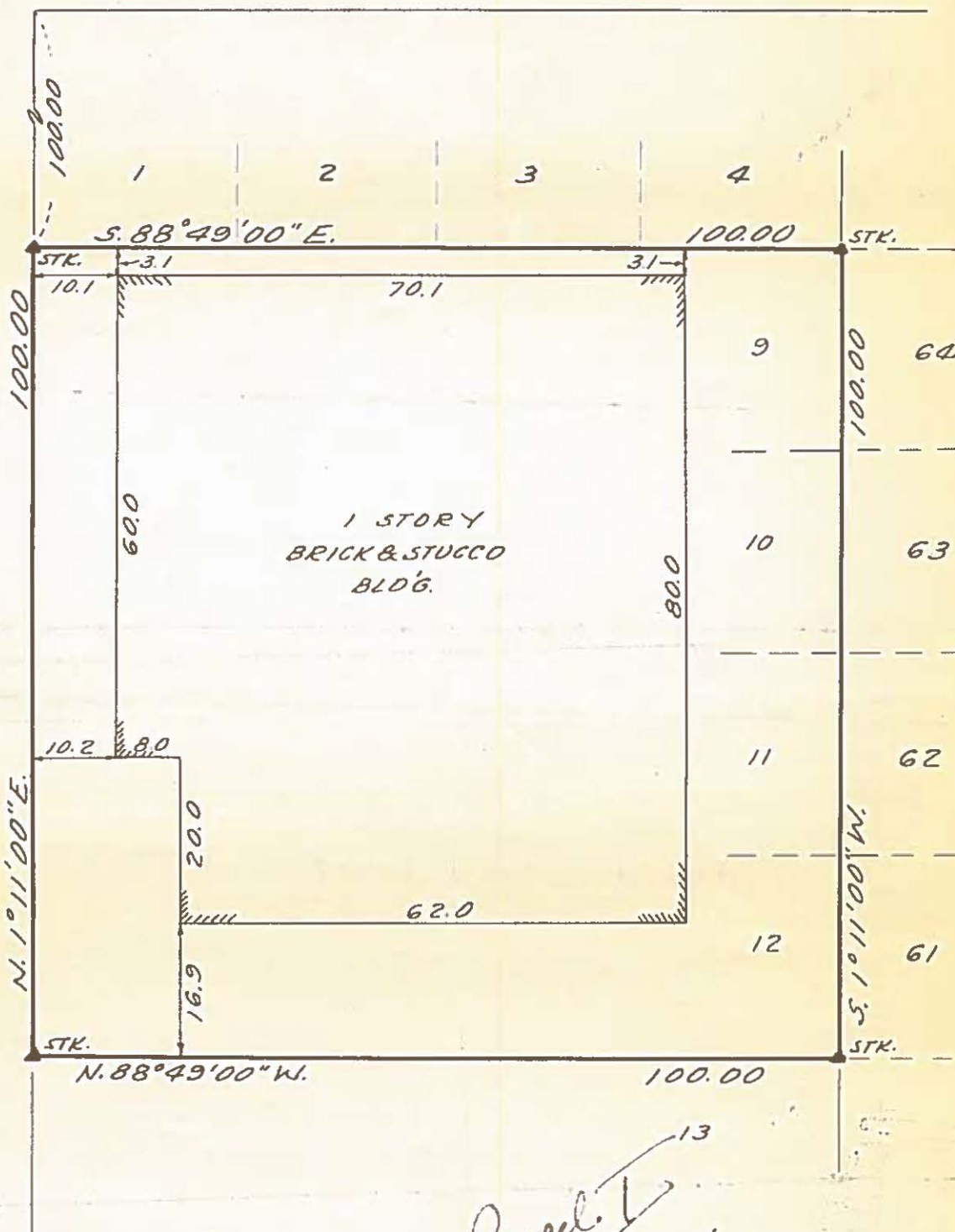
LABOR LAW — DEFINITIONS

Sec. 2.—11. "Mercantile establishment" means a place where one or more persons are employed in which goods, wares, or merchandise are offered for sale and includes a building, shed or structure, or any part thereof occupied in connection with such establishment....

Sec. 2.—9. "Factory" includes a mill, workshop or other manufacturing establishment where one or more persons are employed manufacturing.... and includes all buildings, sheds, structures or other places used for or in connection therewith, except (a) ~~power houses~~ engaged in making repairs to ships, and (b) power houses, generating plants and other structures owned or operated by a public service corporation other than construction or repair shops, subject to the jurisdiction of the public service commission....

STREET

AVENUE



Parcel. I

LOTS 9 TO 12 INCL. BLK. 79 ON MAP OF 2ND MAP OF THE CITY OF NEW CASSEL
SITUATED AT NEW CASSEL NASSAU COUNTY, N. Y.
SURVEYED FOR CHARLES RORECH
GUARANTEED TO INTER-COUNTY TITLE GUARANTY & MORTGAGE CO. VACANT 9-29-53
LONG ISLAND CITY SAVINGS BANK FOUND. _____
UNDER CONST.
EXT. COMPL. 2-8-54
NASSAU CO. LAND MAP SEC. 11 SCALE 1"=20' JOB NO. 54-078

DEVELOPMENT PLANNING

N.Y.S. LIC. NO. 22055

J. J. BOHN
LAND SURVEYOR

137 POST AVE. WESTBURY, N.Y.

TITLE & MORTGAGE SURVEYS

WEST. 7-0020

ALL MEASUREMENTS U. S. STANDARD

PRIVILEGED AND CONFIDENTIAL

**DELISTING REPORT
FOR
ARKWIN INDUSTRIES SITE
WESTBURY, NEW YORK

NYSDEC SITE # 1-30-043D**

**PREPARED AT THE DIRECTION OF COUNSEL
GARFUNKEL WILD, P.C.**

PREPARED BY

***FPM*group™**

**909 MARCONI AVENUE
RONKONKOMA, NEW YORK 11779**

JUNE 2011

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APPENDICES

- A Previous Documents
- B Record of Decision, Arkwin Industries Site-Operable Unit 01 – Soil, January 1998

DELISTING REPORT

Prepared for

Facility: Arkwin Industries, Inc.
648-656 and 662-670 Main Street and 66 Brooklyn Avenue
Westbury, New York
NYSDEC Site # 1-30-043D

FPM File No: 652-11-11

CERTIFICATION

I Stephanie O. Davis, CPG certify that I am currently a Qualified Environmental Professional as defined in 6 NYCRR Part 375 and that this Delisting Report was prepared in accordance with all applicable statutes and regulations and in substantial conformance with the DER Technical Guidance for Site Investigation and Remediation (DER-10).

Stephanie O. Davis, CPG, RG, PG

Qualified Environmental Professional

Stephanie O. Davis 6-9-11

Signature

Prepared by

FPM Group

909 Marconi Avenue
Ronkonkoma, NY 11779
(Tel) 631-737-6200
(Fax) 631-737-2410

EXECUTIVE SUMMARY

This Delisting Report for the Arkwin Industries Inactive Hazardous Waste Disposal Site #1-30-043D summarizes the Site history, investigation, remediation, and monitoring. All activities required for this Site have been completed with New York State Department of Environmental Conservation (NYSDEC) oversight and approval. Analytical data for all Site media demonstrate the absence of Site-related conditions in excess of current applicable standards, criteria, and guidance (SCGs), with the exception of very low-level groundwater impacts that likely are the result from onsite migration of impacted groundwater from upgradient offsite sources. A January 1998 Record of Decision (ROD) issued by the NYSDEC required no further action for soil. The results of groundwater remediation and monitoring and soil vapor sampling show favorable conditions for delisting. The current Site data support our conclusions that the Site has been fully remediated, that no further work is required, and that delisting is appropriate.

SECTION 1.0 INTRODUCTION AND PURPOSE

This Delisting Report (Report) has been prepared by FPM Group (FPM) for New York State Department of Environmental Conservation (NYSDEC) Inactive Hazardous Waste Disposal Site #1-30-043D, identified as the Arkwin Industries Site (Arkwin) located at 648-656 and 662-670 Main Street and 66 Brooklyn Avenue, Westbury, New York (Site). This Report was prepared to summarize the Site history, investigation, remediation, and monitoring in support of delisting of the Site from the NYSDEC Inactive Hazardous Waste Disposal Site Registry (Registry).

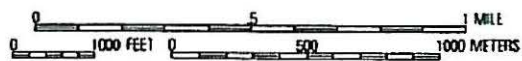
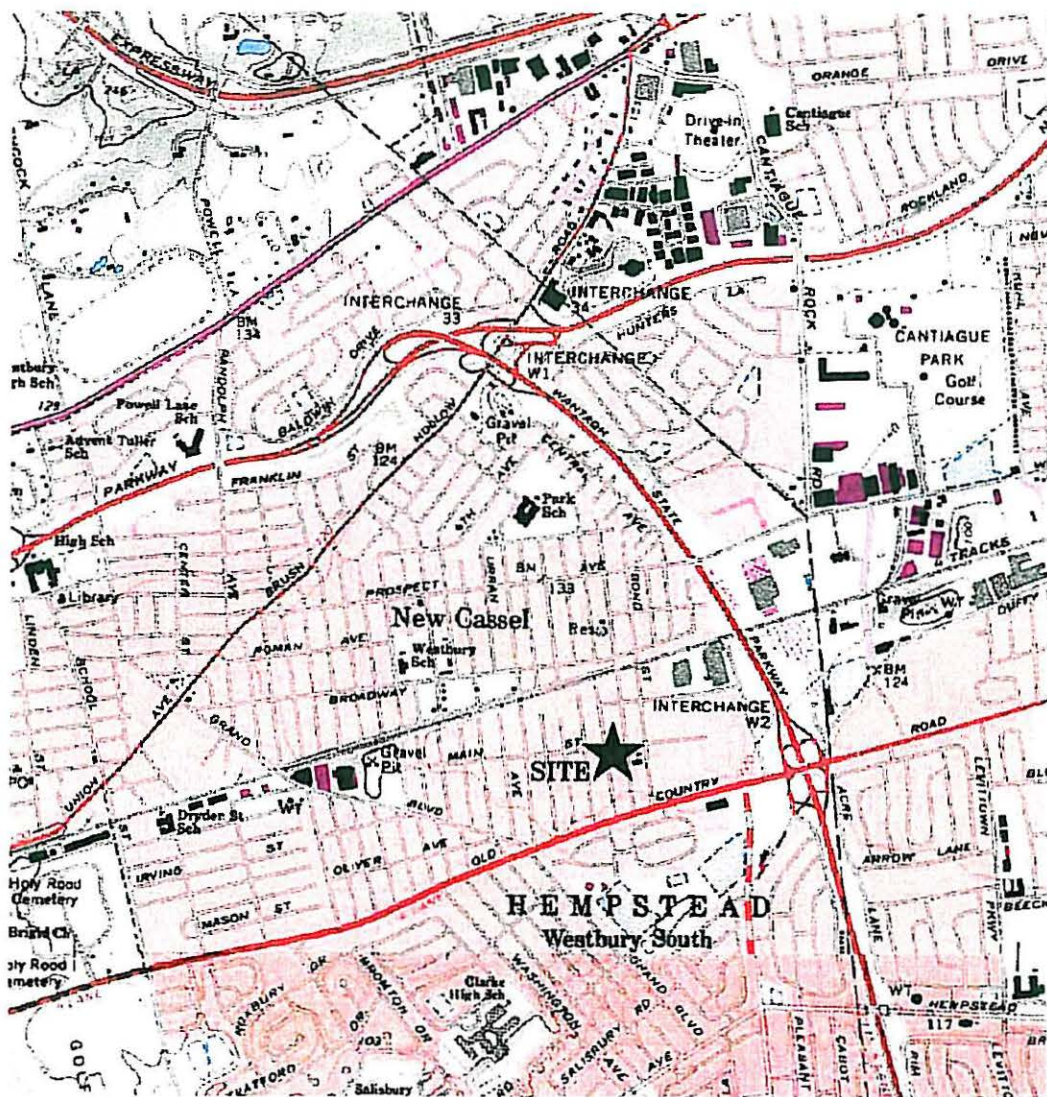
Previous investigations and characterization of the nature and extent of contamination at the Site are summarized in Section 2. Remedial and monitoring activities and current Site conditions are described in Section 3. A summary of conditions supporting delisting of the Site from the Registry is presented in Section 4.

1.1 Site Location and Description

The Arkwin Site is located at 648-656 and 662-670 Main Street and 66 Brooklyn Avenue, Westbury, New York 11590 in the Incorporated Village of Westbury in the Town of North Hempstead in Nassau County and is owned by Arkwin Industries, Inc. The Site is located west of the intersection of Old Country Road and the Wantagh State Parkway in an industrial and commercial area. The Site occupies approximately 1.7 acres and includes five buildings identified as 648, 656, 662 and 670 Main Street and 66 Brooklyn Avenue. The Site is bounded by Main Street to the north, New York Avenue to the west and State Street to the east. The Site is currently serviced by municipal water and sewer systems. A location map showing the Site and vicinity is presented in Figure 1.1.1. A plan of the Site and surrounding area showing groundwater contours is included as Figure 1.1.2.

1.2 Environmental Setting

The regional groundwater elevation and flow direction in the Site vicinity were obtained from the Nassau County Department of Public Works (NCDPW) Nassau County Water Table Elevation Map for



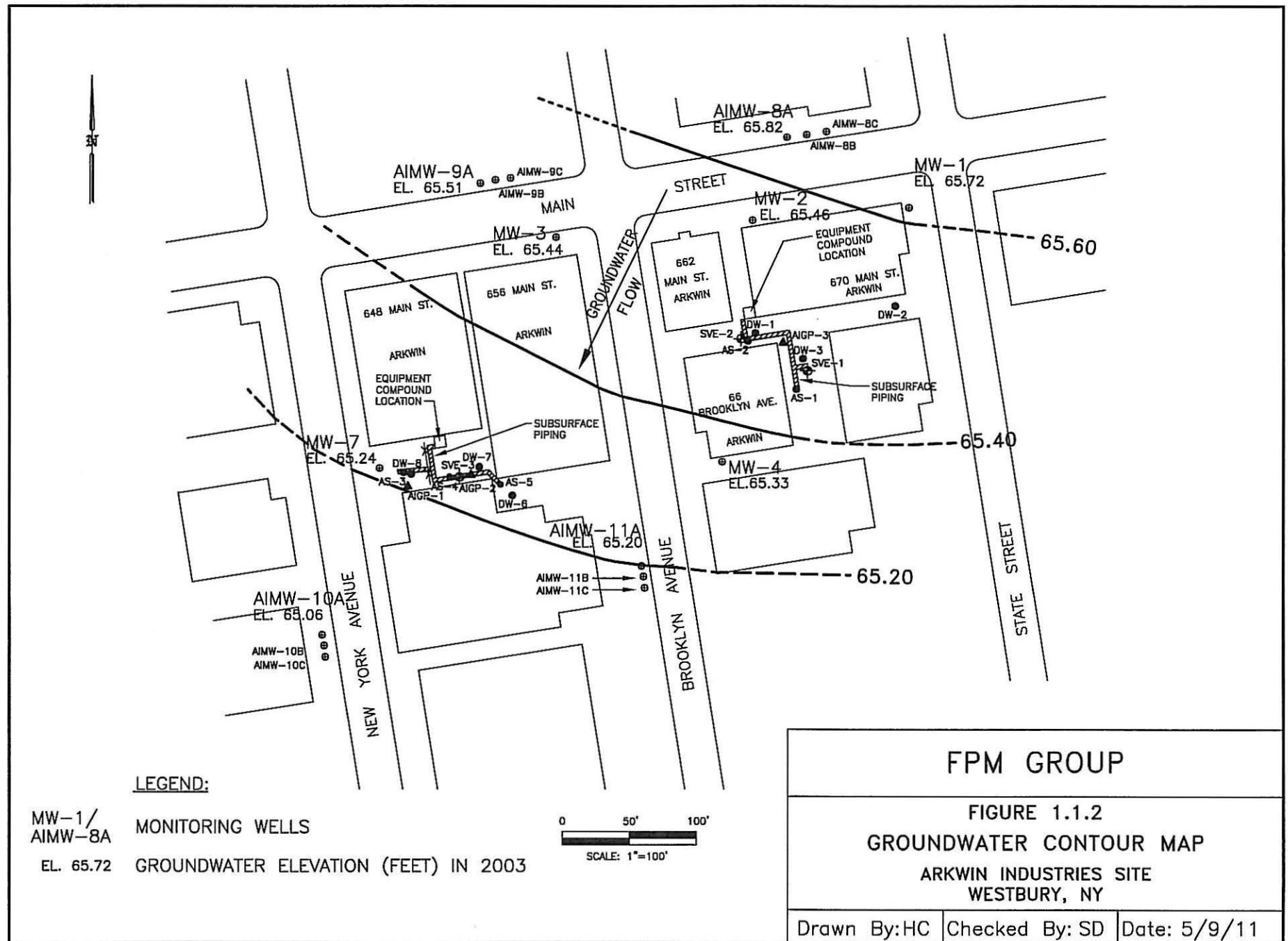
FPM GROUP

FIGURE 1.1.1
SITE LOCATION
ARKWIN INDUSTRIES, INC.

Drawn by: TAC

Checked By: SOD

Date: 5/10/11



September 2003 (NCDPW, 2005). The regional water table elevation is approximately 70 feet above mean sea level (MSL) and the regional groundwater flow direction is toward the south-southwest. This information is consistent with information obtained from investigations at the Site, as shown on Figure 1.1.2.

The surface topography of the Site and vicinity was obtained from the USGS Hicksville, New York Quadrangle (1967, photorevised 1979). The topographic elevation of the Site is approximately 120 feet above MSL. Therefore, the depth to groundwater beneath the Site is estimated to be approximately 50 feet. This is consistent with groundwater monitoring observations at the Site.

No natural surface water bodies are located within one half mile of the Site. The closest surface waters include small ponds within the Eisenhower Memorial Park, located approximately two miles to the southwest.

The Site is underlain by Upper Glacial Formation sand and gravel outwash plain deposits (USGS, 1966). The Magothy Formation, consisting of interbedded sands and clays, is present below the Upper Glacial Formation. Groundwater is found within the lower part of the Upper Glacial Formation and within the Magothy Formation in the Site vicinity.

1.3 Site History

Arkwin's operations at the Site commenced in 1955 and continue at present. The Site currently includes five buildings used by Arkwin for manufacturing, warehouse, and office space. During previous operations Arkwin received metal stock which was machined, fabricated, degreased, polished, painted, and assembled into finished products. Chlorinated solvents, including tetrachloroethylene (PCE) and 1,1,1-trichloroethane (1,1,1-TCA) were historically used in Arkwin's manufacturing for degreasing purposes. Possible past disposal of industrial wastes to onsite drainage structures prior to the connection of the Site to a municipal sewer system in the 1980s may have resulted in impacts to soils beneath the Site by PCE, 1,1,1-TCA, and other chlorinated volatile organic compounds (VOCs). The Site was added to the New York State Registry as a Class 2 site (Site #1-30-043D) in May 1995 due to chlorinated VOCs in onsite soils and groundwater.

In March 1995 Arkwin conducted a soil investigation at eight drywells located throughout the Site. The investigation indicated the presence of soil contamination in drywells and demonstrated the need for further investigation. The investigation also included the removal of sediment and soil from select drywells where the presence of contamination was indicated.

In July 1996 Arkwin signed a Focused Remedial Investigation (FRI)/Feasibility Study (FS) consent order (Index #W1-0754-95-06) with the NYSDEC and submitted a FRI/FS and Interim Remedial Measure (IRM) work plan. The FRI was conducted in August-December 1996 to identify and delineate soil and groundwater contamination resulting from previous Site activities. The FRI confirmed the presence of chlorinated VOC contamination in soil in one onsite drywell and also in groundwater beneath the Site.

The Site was divided into two Operable Units (OUs) to expedite investigation and remediation; soil was designated as OU 01 and onsite groundwater was designated as OU 02. Information regarding the nature and extent of contamination, remediation activities, monitoring, and the current status of each OU is summarized in Sections 2 and 3.

Contaminated soils were successfully excavated and removed from the impacted drywell in June 1997 as an IRM for OU 01. The NYSDEC issued a Record of Decision (ROD) for OU 01 in January 1998 which required no further action for the Site soils.

An FRI/FS for onsite groundwater was performed at the Site in 1998 and included installation of 12 groundwater monitoring wells and sampling to characterize the nature and extent of groundwater contamination. The FRI indicated the presence of several chlorinated VOCs and their breakdown products in groundwater above NYSDEC Class GA Ambient Water Quality Standards (Standards).

The NYSDEC issued a ROD for OU 02 in December 1999 and air sparging/soil vapor extraction (AS/SVE) was selected as the remedy for onsite groundwater. In February 2002 Arkwin entered into an Order on Consent (Index # W1-0861-00-02) with the NYSDEC to address the groundwater conditions at the Site. Pilot tests were conducted at the Site in July 2002; two AS/SVE remediation systems (eastern system A and western system B) were installed in December 2002. Site groundwater

was routinely monitored semiannually from March 2003 until June 2007. The AS/SVE systems operated continuously from December 2002 through April 2005 (western system) and April 2006 (eastern system), at which time permission to deactivate the systems was granted by the NYSDEC based on analytical data already illustrating a decline in groundwater VOC constituents over time to acceptable levels. Post-shutdown monitoring was conducted and confirmed that no rebound occurred.

A soil vapor investigation was conducted in August 2008. Several Site-related VOCs were present in two soil vapor samples collected in proximity to the former remedial areas. However, lower concentrations of several of these VOCs were also noted in two upgradient sampling locations, suggesting potential contribution of upgradient offsite sources to the VOC detections in the former remedial areas. Accordingly, the VOC levels are not indicative of a continuing source and do not suggest a significant concern for soil vapor intrusion.

SECTION 2.0 NATURE AND EXTENT OF CONTAMINATION

The Site was investigated by Arkwin in 1995 prior to its listing on the NYSDEC Registry. FRIs were subsequently performed in 1996 and 1998 under the supervision of the NYSDEC. These investigations and their findings are summarized in the following sections.

2.1 OU 01 - Soil

In March 1995 Arkwin conducted soil investigations at eight drywells (DW1, DW2, DW3, DWX4, DWX5, DW6, DWX8, and DWX9) located throughout the Site as shown on Figure 3 in Appendix A. Sediments were removed from drywells DW1, DW2, DW3 and DW6 with a vehicle-mounted high-powered vacuum (Vactor truck) prior to sampling. The endpoint sample analyses indicated that constituents remaining in the soil in these drywells were below NYSDEC Technical and Administrative Guidance Memorandum (TAGM) 4046 Recommended Soil Cleanup Objectives (Objectives), which constituted the Standards, Criteria and Guidance (SCGs) current at that time. No VOCs were detected at drywell DWX4 (and, by inference, at overflow drywell DWX5). Elevated levels of VOCs, including 1,1,1-TCA, PCE, 1,1-dichloroethane (1,1-DCA), and toluene were detected at drywell DWX8 at concentrations moderately above NYSDEC TAGM 4046 Objectives. Sample collection at DWX9 was precluded due to subsurface obstructions. Additional investigation was required at DWX8 and DWX9 to delineate the vertical and lateral extent of contamination; this work was conducted in 1996, as discussed below.

A comparison of the 1995 data from soil samples demonstrating the final conditions at drywells DW1 through DW6 to the current NYSDEC Part 375 Soil Cleanup Objectives (SCOs), as shown on Table 3.1.1 at the end of this report, indicates that the soil in the drywells meets the current NYSDEC Unrestricted Use SCOs.

In July 1996, Arkwin signed a FRI/FS consent order with the NYSDEC (Index #W1-0754-95-06) and submitted a FRI/FS work plan. The FRI was conducted August-December 1996 and included performing 31 soil borings to collect soil samples for analysis from within, below, and adjacent to the eight drywells. Groundwater samples were also collected from five existing onsite monitoring wells and

one downgradient Nassau County monitoring well; information pertaining to the groundwater investigation is discussed in Section 2.2 below.

The results of the 1995 soil investigations and the 1996 FRI (Anson Environmental Ltd., August 15, 1997) indicated that only one drywell (DWX8) contained 1,1-DCA, 1,1,1-TCA, PCE, and trichloroethylene (TCE) at levels exceeding NYSDEC Objectives and only at depths between 11 and 27 feet below grade. No contaminants were detected in soils adjacent to this drywell, and no constituents were detected above NYSDEC Objectives in soil samples from the remaining drywells, including DWX9, as shown in Table 3.1.1.

Following the completion of the 1996 FRI, an FFS was conducted to determine the preferred method for remediating drywell DWX8. The FS recommended removal of the impacted soil. Drywell DWX8 was subsequently remediated in 1997 as an IRM, as described in Section 3.1 below.

2.2 OU 02 – Onsite Groundwater

Onsite groundwater was investigated by Arkwin during the 1996 FRI, which included collection of six groundwater samples from shallow groundwater monitoring wells MW-1, MW-2, MW-4, MW-6, and MW-7 (situated upgradient and proximal to potential source areas), and Nassau County monitoring well NC24 (downgradient and offsite). The groundwater results indicated chlorinated VOCs in onsite groundwater at concentrations exceeding NYSDEC Class GA Ambient Water Quality Standards (Standards), including TCE and PCE in well MW-6 (upgradient), and 1,1-DCA, 1,1-dichloroethene (1,1-DCE), 1,1,1-TCA, and methylene chloride in well NC24. The NYSDEC acknowledged in the December 1999 ROD for OU 02 that the VOCs in downgradient Nassau County well NC24 were primarily attributable to Tishcon Corporation facilities located at 30-36 New York Avenue and 31-33 Brooklyn Avenue (NYSDEC, December 1999).

Following the successful remediation of Site soils in June 1997 by Arkwin (discussed in Section 3.1 below), a FRI/FS for onsite groundwater was conducted in October 1998 by the NYSDEC (Lawler, Matusky & Skelly Engineers, March 1999). The FRI included installation and sampling of six upgradient monitoring wells to assess the quality of groundwater entering the Site (installed as two

clusters of three wells at depths of approximately 70, 90 and 150 feet below ground surface, or bgs); installation and sampling of six downgradient monitoring wells to assess the vertical and horizontal extent of contamination potentially attributable to the Site (installed as two clusters of three wells at depths of approximately 70, 90 and 150 feet bgs); sampling of the five existing onsite monitoring wells (screened to approximately 60 feet bgs); and performing three soil borings with associated soil and groundwater sampling at 60, 70 and 80 feet bgs to confirm the absence of contamination in soils near the onsite drywells.

The FRI results indicated that upgradient groundwater was impacted with VOCs from offsite sources and that higher levels of VOCs were present in shallow (approximately 50-80 feet bgs) onsite and downgradient groundwater than in upgradient groundwater. Several VOCs and their breakdown products were detected at concentrations above applicable SCGs (NYSDEC Standards and Part V of the New York State Sanitary Code); remediation was required. The identified VOCs in the groundwater were 1,1,1-TCA, PCE, TCE, 1,1-DCA, 1,1-DCE, and 1,2-dichloroethene (1,2-DCE). For intermediate (80-90 feet bgs) and deep (130-150 feet bgs) groundwater, higher levels of contamination were noted in upgradient wells than downgradient wells, indicating impacts to the onsite groundwater from upgradient sources. No VOCs were detected in the soil samples at concentrations exceeding NYSDEC Objectives during this FRI (NYSDEC, December 1999), confirming the previous investigation and remedial results for onsite soil.

AS/SVE was recommended in the FS and was selected as the most efficacious remedy for onsite groundwater in the OU 02 ROD (NYSDEC, December 1999). Implementation and completion of AS/SVE is described in Section 3 below.

SECTION 3.0 REMEDIATION AND MONITORING

3.1 OU 01 - Soils

An IRM Work Plan was prepared for the removal of impacted soils and restoration of drywell DWX8. In June 1997, impacted materials inside DWX8 were excavated by Arkwin under the supervision of the NYSDEC. Approximately 133 tons of soil were excavated between 8 and 26 feet below grade and disposed offsite; the overburden material (0-8 feet below grade), in which no contamination had been detected, was stockpiled and subsequently reused as clean fill with NYSDEC approval. Laboratory analyses of an endpoint sample collected from the bottom of the excavation (see Table 3.3.1 at the end of this report) indicated that the contaminated soil had been successfully removed and the remaining soil did not exhibit any detections of VOCs.

A ROD for OU 01 was issued by the NYSDEC in January 1998. No further action was required for onsite soils (NYSDEC, January 1998, see Appendix B). The condition of onsite soil with respect to current SCGs is discussed in Section 3.3.1.

3.2 OU 02 – Onsite Groundwater

AS/SVE was selected as the remedy to address VOC contamination in the onsite groundwater in the December 1999 OU 02 ROD issued by the NYSDEC (NYSDEC, December 1999). An Order on Consent (Index # W1-0861-00-22) to address onsite groundwater was entered into by Arkwin and the NYSDEC in February 2002. Implementation of the AS/SVE systems by Arkwin included system design, pilot tests, installation of AS and SVE wells to volatilize and capture groundwater contaminants, AS/SVE system monitoring to document remedial progress, and semiannual groundwater sampling to monitor the effectiveness of the systems.

Pilot tests were conducted in April 2002 in accordance with the NYSDEC-approved Groundwater Remediation Work Plan, or GRWP (FPM, November 2000 and addendums in January 2002). Two AS/SVE systems, System A and System B, were installed on the eastern and western portions of the Site, respectively, in October 2002; system locations are shown on Figure 1.1.2. These

systems were operated, monitored, and maintained from December 2002 through April 2005 (western system) and April 2006 (eastern system) in accordance with the March 2003 Operation, Maintenance and Monitoring Plan approved by the NYSDEC (FPM, March 2003). SVE effluent monitoring conducted and reported during system operation documented compliance with NYSDEC Air Guide 1 limits and chlorinated VOC mass removal from groundwater, confirming that the system was effective for VOC remediation (FPM, September 19, 2005).

Semiannual groundwater monitoring was conducted from March 2003 until June 2007 in conjunction with the operating and post-shutdown monitoring periods of the AS/SVE system. Groundwater monitoring included sampling of downgradient wells AIMW-10A, AIMW-10B, AIMW-11A, AIMW-11B, MW-4, and MW-7 and upgradient wells AIMW-8A, AIMW-8B, AIMW-9A, AIMW-9B, MW-1, MW-2 and MW-3. Monitoring well locations are depicted on Figure 1.1.2.

VOC concentrations in downgradient monitoring wells declined to levels below NYSDEC Standards during the operation of the AS/SVE systems and have remained low since 2006. A summary of the most recent monitoring data is provided in Section 3.3.2 below.

In accordance with the shut-down closure criteria in the NYSDEC-approved GRWP, the eastern (A) and western (B) AS/SVE systems were deactivated in April 2006 and April 2005, respectively. Post-shutdown groundwater monitoring activities were continued until June 2007 and confirmed that no rebound had occurred. The systems remained present and offline during the post-shutdown monitoring period.

3.3 Summary of Current Site Conditions

Based on the most recent data for each of the Site media, the current Site conditions are summarized below.

3.3.1 OU 01 - Soil

As discussed in Sections 2.1 and 3.1 above, impacted soil was identified in select onsite drywells during 1995 and 1996 investigations. Impacted materials were excavated, removed, and disposed offsite from these drywells in 1995 and 1997; endpoint samples collected from the remediated

drywells indicated that the contaminated soil had been successfully removed. The NYSDEC issued a January 1998 ROD for OU 01; no further action was required. Table 3.3.1 at the end of this report presents a summary of the most recent soil data for each of the drywells; the data are compared to current NYSDEC SCOs for Unrestricted Use and indicate that none of the constituents exceeds these SCOs. Based on these data, the Site soil conditions are supportive of delisting of the Site from the NYSDEC Registry.

As discussed in Section 2.2 above, during the FRI for onsite groundwater, three soil borings were performed in proximity to the drywells to confirm the absence of contamination in nearby soils. No VOCs were detected in any of these soil samples at concentrations exceeding NYSDEC Objectives, as shown in Figure 5 in Appendix A. These data were compared to current NYSDEC SCOs for Unrestricted Use; none of the constituents exceeds these SCOs. These Site soil data are also supportive of delisting of the Site from the NYSDEC Registry.

3.3.2 OU 02 – Onsite Groundwater

As discussed in Sections 2.2 and 3.2 above, Site groundwater was investigated in 1996 and 1998. The NYSDEC issued a ROD for OU 02 (onsite groundwater) in December 1999 selecting AS/SVE as the remedy for identified VOC impacts. Two AS/SVE remediation systems were operated between December 2002 and April 2005 (western system) and April 2006 (eastern system). Semiannual groundwater monitoring was conducted until June 2007 and confirmed Site-related VOC concentrations in downgradient monitoring wells had declined to below NYSDEC Standards with the exception of a slight exceedance of PCE in shallow downgradient monitoring well AIMW-11A, situated on the east side of the Site (FPM, October 17, 2007).

One additional groundwater monitoring event was performed in August 2008 in conjunction with a soil vapor investigation (discussed below in Section 3.3.3). This monitoring event included sampling of onsite shallow groundwater monitoring wells MW-2, MW-3, MW-4, and MW-7. Analytical results indicated that VOC concentrations in these wells were below or only slightly above NYSDEC

Standards, with the highest concentrations occurring both upgradient and downgradient on the east side of the Site (FPM, December 9, 2008).

TCE was consistently detected in shallow downgradient well MW-4 from 2003 through June 2007; similar detections of TCE and other chlorinated VOCs were also noted in shallow-screened upgradient wells AIMW-8A and MW-2 from 2004 through 2007. Based on these data and the previously-obtained drywell soil data, it was determined that some chlorinated solvents, including TCE, found in Site groundwater resulted from migration of VOC-impacted groundwater onto the Site from offsite upgradient sources (FPM, December 2008).

The most recent groundwater analytical data from all of the Site wells are presented on Tables 3.3.2.1 (Eastern System) and 3.3.2.2 (Western System) at the end of this report and indicate that Site-related groundwater impacts have been remediated to below the NYSDEC Standards with the exception of very low levels of PCE downgradient of the eastern system. Low to moderate levels of VOCs continue to migrate onto the eastern portion of the Site from upgradient offsite sources and are not related to Site conditions. These data are supportive of delisting of the Site from the NYSDEC Registry.

At present the remedial systems and network of groundwater monitoring wells remain present at the Site. However, as both remediation and monitoring are completed at this Site, these features are no longer needed and should be properly removed.

3.3.3 Soil Vapor

A soil vapor investigation was conducted at the Site in August 2008 in accordance with a NYSDEC-approved Soil Vapor Work Plan (FPM, February 2007); this investigation was conducted in accordance with NYSDOH procedures for evaluation of the potential for soil vapor intrusion (NYSDOH, October 2006). Soil vapor sampling was performed at four locations (SG-1 through SG-4) at approximately six feet below grade. Two of the sampling locations were situated in proximity to the former remedial areas (eastern and western AS/SVE systems) and the other two were situated

upgradient of the Site to assess potential soil vapors from impacted groundwater migrating from upgradient sources.

Several Site-related VOCs (1,1,1-TCA, 1,1-DCA, 1,1-DCE, and PCE) were present in soil vapor samples SG-1 and SG-4, collected in proximity to the former remedial areas, as shown in Table 3.3.3.1 at the end of this report. Lower concentrations of several of these VOCs were also noted in the upgradient sampling locations SG-2 and SG-3, suggesting a potential contribution from upgradient offsite sources. A comparison of the analytical data to the NYSDOH Matrix 1 and Matrix 2 values suggested that the levels of 1,1,1-TCA, PCE, and TCE in soil vapor at SG-1 and SG-4 are above typical subsurface levels but are not suggestive of any remaining source soil and do not indicate a significant potential for soil vapor intrusion. These data were reported to the NYSDEC (FPM, December 9, 2008). No further work has been required.

The soil vapor data, which do not suggest the presence of source soil and do not indicate a significant potential for soil vapor intrusion, are supportive of delisting the Arkwin Site from the NYSDEC Registry.

SECTION 4.0 RECOMMENDATION FOR DELISTING

The Arkwin Site (NYSDEC Registry #1-30-043D) was previously contaminated by chlorinated VOCs presumably associated with historic manufacturing activities. The Site has been investigated, remediated, and monitored under the oversight of the NYSDEC. Remedial activities have included removal of impacted soils from drywells and treatment of onsite groundwater by AS/SVE for approximately four years.

Soil sampling performed during investigation and following remedial activities confirmed that VOCs in the remaining soil following remedial activities were below NYSDEC SCGs current at that time (NYSDEC TAGM 4046) as well as current 6 NYCRR Part 375 SCOs. The NYSDEC issued a ROD for OU 01 (soil) in January 1998 requiring no further action for Site soils. An evaluation of the soil data relative to current SCGs (NYSDEC SCOs) has confirmed that the VOCs in the remaining soil were below the NYSDEC Unrestricted Use SCOs in the 1990s and are likely to have been further reduced by the operation of the AS/SVE systems from 2002 to 2006. Furthermore, soil vapor sampling conducted in 2008 the vicinity of the former remedial areas does not suggest the continued presence of source soil. These data are supportive of delisting of the Arkwin Site from the NYSDEC Registry as the VOCs formerly impacting Site soils have been properly and completely addressed and no further action is required.

Groundwater monitoring was conducted at the Site following the NYSDEC-approved shutdown of the AS/SVE systems and confirmed that Site-related groundwater impacts have been remediated to below the NYSDEC Standards with very limited exceptions. Low to moderate levels of VOCs continue to migrate onto the eastern portion of the Site from upgradient offsite sources and are not related to Site conditions. These data are supportive of delisting of the Site from the NYSDEC Registry as the Site-related VOCs have been addressed, and no further action is indicated.

Soil vapor data collected in 2008 are not suggestive of any remaining source soil and do not indicate a significant potential for soil vapor intrusion. These data, which are also supportive of delisting, were reported to the NYSDEC and no further work has been required.

All investigation, remediation, and monitoring activities required for the Site have been completed with NYSDEC oversight and approval. Analytical data for Site media illustrate the absence of Site-related conditions in excess of applicable SCGs, with the exception of very low-level groundwater impacts that may result from onsite migration of impacted groundwater from offsite sources. In accordance with NYSDEC DER Technical Guidance for Site Investigation and Remediation (NYSDEC, May 2010), site closeout and delisting from the NYSDEC Registry may occur when all investigation and/or remediation required for the remedial program has been completed and engineering controls are no longer required. The Site does not constitute a significant threat, nor is there any foreseeable threat to human health or the environment, as evident from the extensive prior studies and the resulting data. Furthermore, according to 6 NYCRR Part 375-2.7, the Site can be delisted even if an environmental easement and/or Site Management Plan is required, as such documents only require institutional controls. Accordingly, as all of these conditions have been met for the Arkwin Site, FPM recommends that the Site be delisted from the NYSDEC Inactive Hazardous Waste Disposal Site Registry.

As all remediation and monitoring have been completed at the Site, the remedial systems should be properly removed and the network of groundwater monitoring wells should be properly abandoned in accordance with NYSDEC Groundwater Monitoring Well Decommissioning Policy CP-43.

SECTION 5.0 REFERENCES

- Anson Environmental Ltd. August 15, 1997. *Interim Remedial Measures and Final Engineering Report, Arkwin Industries, Inc., 686 Main Street, Westbury, New York 11590.*
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- US Geological Survey. 1966. *Geology and Hydrology of Northeastern Nassau County, Long Island, New York.* Geological Survey Water-Supply Paper 1825.

SECTION 6.0 DISCLAIMER

Conclusions from this data are limited to those areas focused on in the study and represent our best judgment using analytical techniques in conformance with approved environmental industry standards and our extensive past experience at comparable environmental sites. All work conducted by FPM at this site has been reviewed and approved by the NYSDEC. Even though our investigation has been scientific and thorough, it is possible that certain areas of this property may pose environmental concerns that yet are undiscovered. In addition, environmental regulations may change in the future and could have an effect on our conclusions.

TABLES

TABLE 3.3.1
SUMMARY OF SOIL CHEMICAL ANALYTICAL DATA - MOST RECENT CONDITIONS
ARKWIN INDUSTRIES SITE, WESTBURY, NEW YORK

Location	DW1*	DW2*	DW3*	DW4 and DWX5	DW6*	DWX8*	DWX9	NYSDEC Unrestricted Use SCO's
Sample Depth in Feet	12	11	14	16 (est)	16	26	15-17	
Date	3/30/95	3/30/95	3/30/95	3/95	4/20/95	7/97	8/96	
<i>Volatile Organic Compounds in micrograms per kilogram</i>								
1,1,1-Trichloroethane	230	ND	ND	ND	7	ND	31	680
Tetrachloroethane	81	ND	4	ND	8	ND	180	1,300
1,2,4-Trimethylbenzene	110	ND	ND	ND	ND	ND	ND	3,600
p-Isopropyltoluene	72	ND	ND	ND	ND	ND	ND	-
Trichloroethene	ND	ND	ND	ND	ND	ND	4.1	470

Notes:

Data summarized from Anson, August 15, 1997 and NYSDEC ROD for OU-01 (January 1998).

ND = Not detected

* = Post-excavation sample

SCOs = Soil Cleanup Objectives (6 NYCRR Subpart 375.6)

est = estimated

TABLE 3.3.2.1
GROUNDWATER MONITORING DATA - EASTERN SYSTEM (A)
ARKWIN INDUSTRIES SITE
WESTBURY, NEW YORK

Well Location	Upgradient				Downgradient			NYSDEC Class GA Ambient Water Quality Standards*
	Shallow (0 to 10 feet below water table)		Intermediate (25 to 35 feet below water table)		Shallow (0 to 10 feet below water table)		Intermediate (25 to 35 feet below water table)	
Well No.	MW-2	AIMW-8A	MW-1	AIMW-8B	AIMW-11A	MW-4	AIMW-11B	
Sample Date	8/9/08	6/22/07	6/22/07	6/22/07	6/22/07	8/9/08	6/22/07	
Volatile Organic Compounds in ug/l								
1,1-Dichloroethene**	12	0.87 J	ND	ND	4.7 J	ND	ND	5
1,1-Dichloroethane**	7.8	ND	1.1 J	ND	1.4 J	ND	1.8 J	5
1,2-Dichloroethene	1.0 J	3.9 J	ND	ND	2.4 J	ND	ND	5
Chloroform	ND	0.89 J	ND	ND	ND	ND	ND	7
1,2-Dichloroethane	ND	1.1 J	ND	ND	ND	ND	ND	0.6
1,1,1-Trichloroethane**	12	1.0 J	2.6 J	ND	4.4 J	ND	2.1 J	5
Trichloroethylene	18	40	ND	1.6 J	3.6 J	0.75 J	1.7 J	5
Tetrachloroethene**	0.97 J	0.76 J	ND	1.9 J	13	6.9	ND	5

Notes:

Data includes only the most recent results for each well.

Only analytes detected in one or more samples are included in this table.

ND = Not Detected.

J = An estimated value.

ug/l = micrograms per liter

Bold values exceed the NYSDEC Class GA Ambient Water Quality Standard.

** = Targeted (site specific) compound as specified NYSDEC approved Groundwater Remediation Work Plan (November 2000 with amendments)

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TABLE 3.3.2.2
GROUNDWATER MONITORING DATA - WESTERN SYSTEM (B)
ARKWIN INDUSTRIES SITE
WESTBURY, NEW YORK

Well Location	Upgradient		Downgradient				NYSDEC Class GA Ambient Water Quality Standards*
	Shallow (0 to 10 feet below water table)	Intermediate (25 to 35 feet below water table)	Shallow (0 to 10 feet below water table)	Intermediate (25 to 35 feet below water table)			
Well No.	AIMW-9A	MW-3	AIMW-9B	AIMW-10A	MW-7	AIMW-10B	
Sample Date	6/22/07	8/9/08	6/22/07	6/22/07	8/9/08	6/22/07	
Volatile Organic Compounds in ug/l							
Acetone	3.0 J	ND	ND	ND	ND	ND	50
1,1-Dichloroethene**	ND	ND	1.2 J	ND	ND	ND	5
1,1-Dichloroethane**	ND	ND	8.4	ND	ND	ND	5
1,2-Dichloroethene	ND	ND	ND	3.4 J	ND	ND	5
1,1,1-Trichloroethane**	ND	ND	9.9	0.81 J	ND	ND	5
Trichloroethylene	ND	ND	1.4 J	0.73 J	ND	ND	5
Tetrachloroethene**	ND	ND	2.7 J	2.0 J	1.5 J	ND	5

Notes:

Data includes only the most recent results for each well.

Only analytes detected in one or more samples are included in this table.

ND = Not Detected.

J = An estimated value.

ug/l = micrograms per liter

Bold values exceed the NYSDEC Class GA Ambient Water Quality Standard.

** = Targeted (site specific) compound as specified NYSDEC approved Groundwater Remediation Work Plan (November 2000 with amendments).

TABLE 3.3.3.1
SOIL VAPOR SAMPLE DATA
ARKWIN INDUSTRIES, INC., WESTBURY, NEW YORK

Sample Location	648 Main Street (West Side)		66 Brooklyn Avenue (East Side)	
Sample Name	SG-1 (former source area)	SG-2 (upgradient)	SG-3 (upgradient)	SG-4 (former source area)
Sample Date	8/6/08	8/6/08	8/6/08	8/6/08
Volatile Organic Compounds (ug/m³)				
1,1,1-Trichloroethane**	520	4.5	0.78 J	630
1,1-Dichloroethane**	250	ND	ND	41
1,1-Dichloroethene**	2.5	ND	ND	13
1,2,4-Trimethylbenzene	16	9.5	11	25
1,3,5-Trimethylbenzene	8.2	4.5	4.9	9.0
1,4-Dichlorobenzene	2.5	3.2	1.8	ND
2,2,4-Trimethylpentane	21	9.7	9.0	12
4-Ethyltoluene	9.2	4.9	6.3	11
Acetone	180	160	220	540
Benzene	4.1	3.0	2.7	10
Carbon disulfide	3.6	ND	1.8	8.9
Chloroethane	ND	ND	ND	0.43
Chloroform	1.7	ND	0.99	1.2
Chloromethane	0.44	0.69	ND	ND
cis-1,2-Dichloroethene	10	ND	ND	11
Cyclohexane	ND	ND	2.3	5.2
Ethyl acetate	ND	1.3	2.0	ND
Ethylbenzene	7.5	4.9	6.5	13
Freon 11	4.3	3.6	3.7	3.5
Freon 113	68	ND	ND	490
Freon 12	1.8	3.6	3.5	2.6
Heptane	ND	4.7	4.4	18
Hexane	ND	4.0	6.7	33
Isopropyl alcohol	ND	3.0	ND	ND
m&p-Xylene	12 J	12	15	25
Methyl Ethyl Ketone	24	13	13	40
Methyl Isobutyl Ketone	7.3	ND	3.9	17
Methylene chloride	ND	0.88	8.8	0.49 J
o-Xylene	8.1	4.3	5.7	12
Styrene	7.5	3.8	6.0	13
Tetrachloroethylene**	360	3.6	2.5	100
Toluene	18	18	15	28
Trans-1,2-Dichloroethene	ND	ND	ND	1.8
Trichloroethene	27	1.0	0.71 J	57
Vinyl acetate	1.5	ND	ND	3.0
Vinyl chloride	3.1	ND	ND	ND

Notes:

Only analytes detected in one or more samples are summarized herein. See lab report for the complete data.

ug/m³ = micrograms per cubic meter

ND = Not detected.

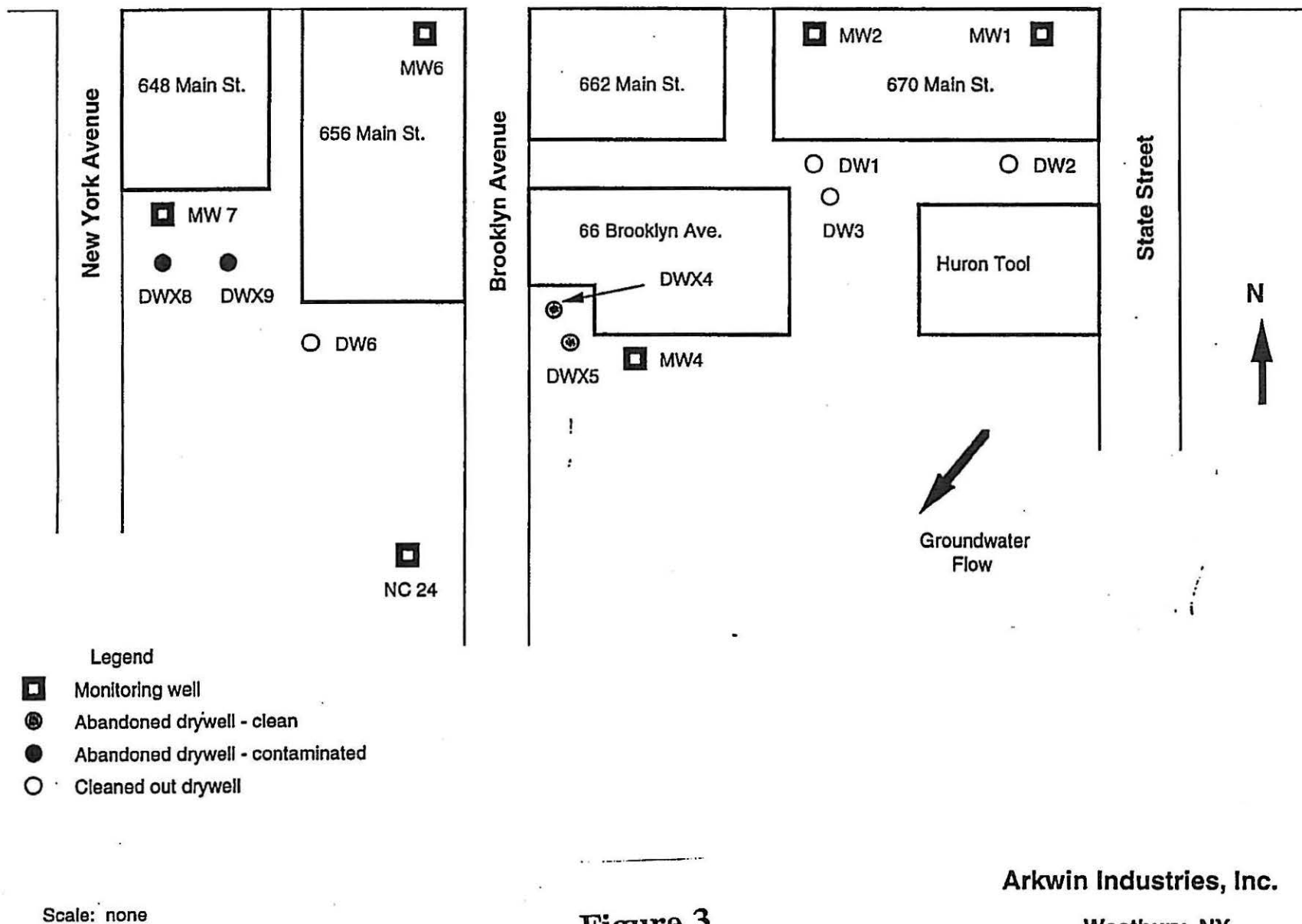
J = Estimated concentrations at or below quantitation limits.

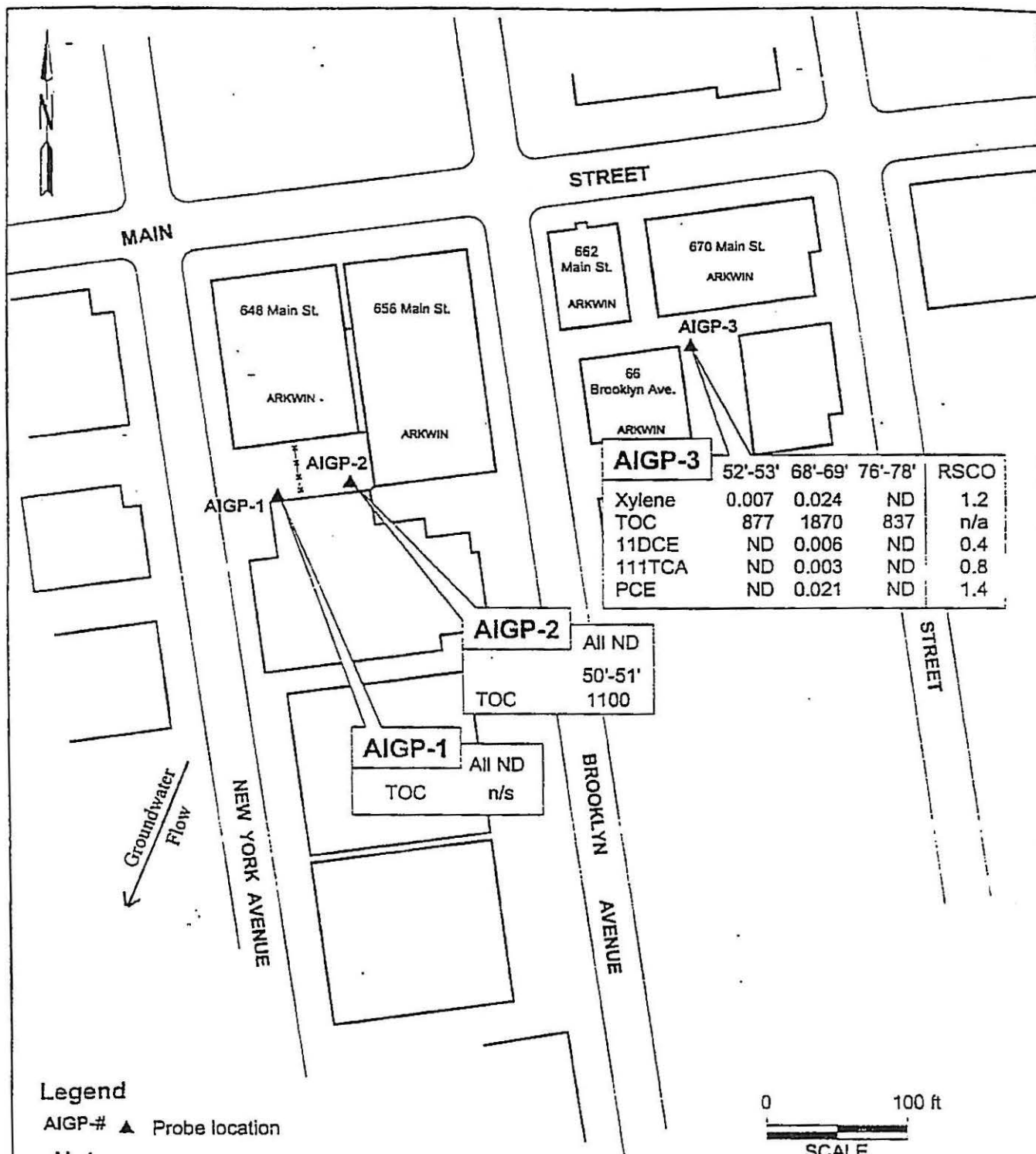
** = Targeted (site-specific) compound as specified in NYSDEC-approved Groundwater Remediation Work Plan (November 2000 with amendments).

FPM

APPENDIX A

PREVIOUS DOCUMENTS





Legend

AIGP-# ▲ Probe location

Note:

Results are in mg/kg (ppm)
Depths are feet below grade

Abbreviations

111TCA	1,1,1-Trichlorethane	n/s	Not sampled
11DCE	1,1-Dichloroethylene	n/a	Not applicable
11DCA	1,1-Dichloroethane	ND	Not detected
PCE	Tetrachlorobethylene	RSCO	Recommended
TOC	Total organic carbon		soil cleanup objective

1650342 site base.dsf

0 100 ft
SCALE
1" = 100'

Figure 5

Soil Probe Sampling Results

October 1998
ARKWIN INDUSTRIES RI/FS
NEW CASSEL INDUSTRIAL AREA
NYSDEC I.D. No. 139043D

LAWLER, MATUSKY & SKELLY ENGINEERS LLP
Pearl River, New York

APPENDIX B

RECORD OF DECISION, ARKWIN INDUSTRIES
SITE-OPERABLE UNIT 01 – SOIL,
JANUARY 1998



Department of Environmental Conservation

Division of Environmental Remediation

Record of Decision

**Arkwin Industries Site
Westbury (V), North Hempstead (T)
New Cassel Industrial Area
Nassau County, New York
Site Number 1-30-043D
Operable Unit 01 - Soil**

January 1998

New York State Department of Environmental Conservation
GEORGE E. PATAKI, *Governor* JOHN P. CAHILL, *Commissioner*

DECLARATION STATEMENT - RECORD OF DECISION

Arkwin Industries, Inactive Hazardous Waste Disposal Site Westbury (V), North Hempstead(T), Nassau County, New York Site No. 1-30-043D Operable Unit 01 - Soil

Statement of Purpose and Basis

The Record of Decision (ROD) presents the selected remedial action for Operable Unit 01 of the Arkwin Industries inactive hazardous waste disposal site which was chosen in accordance with the New York State Environmental Conservation Law (ECL). The remedial program selected is not inconsistent with the National Oil and Hazardous Substances Pollution Contingency Plan of March 8, 1990 (40CFR300).

This decision is based upon the Administrative Record of the New York State Department of Environmental Conservation (NYSDEC) for the Arkwin Industries Inactive Hazardous Waste Site and upon public input to the November 1997 Proposed Remedial Action Plan (PRAP) presented to the public by the NYSDEC on December 4, 1997. A bibliography of the documents included as a part of the Administrative Record is included in Appendix B of the ROD.

Assessment of the Site

The Operable Unit 01 - Soil portion of the Arkwin Industries inactive hazardous waste disposal site does not present a current or potential threat to public health and the environment.

Description of Selected Remedy

Based upon the results of the Focussed Remedial Investigation/Feasibility Study (RI/FS) for the Arkwin Industries Site and the criteria identified for evaluation of alternatives, the NYSDEC has determined that No Further Action is necessary at this site regarding the on-site soils. Because of the presence of the contaminated groundwater beneath the site, which may have originated at the site, institutional controls will be implemented and deed restrictions will be recorded in the chain of title restricting the future use of the groundwater at the site. However, the contaminated groundwater will be addressed in a separate operable unit.

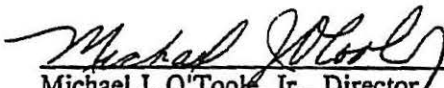
New York State Department of Health Acceptance

The New York State Department of Health concurs with the remedy selected for this site as being protective of human health.

Declaration

The selected remedy is protective of human health and the environment, is designed to comply with State and Federal requirements that are legally applicable or relevant and appropriate to the remedial action to the extent practicable, and is cost effective. This remedy utilizes permanent solutions and alternative treatment or resource recovery technologies to the maximum extent practicable, and satisfies the preference for remedies that reduce the toxicity, mobility, or volume of the wastes.

2/1/98
Date


Michael J. O'Toole, Jr., Director
Division of Environmental Remediation



**Beazley ECLIPSE
ENVIRO COVERED LOCATION INSURANCE POLICY (SITE ENVIRONMENTAL)**

**COVERED LOCATION POLLUTION LIABILITY - NEW POLLUTION CONDITIONS
COVERED LOCATION POLLUTION LIABILITY - EXISTING POLLUTION CONDITIONS,
TRANSPORTATION POLLUTION LIABILITY
NON-OWNED DISPOSAL SITE POLLUTION LIABILITY INSURANCE**

THE COVERAGE UNDER INSURING CLAUSE I.A.1., I.B.1., I.C. AND I.D. IS IF APPLICABLE PROVIDED ON A CLAIMS MADE AND REPORTED BASIS.

These Declarations along with the completed and signed **Application** and the Policy with endorsements shall constitute the contract between the **Insureds** and the Underwriters.

Underwriters: Syndicate 2623/623 at Lloyd's

Policy Number: W11A8C110101

**Authority Reference
Number:** B6012BUSANMSL1101

Item 1. **Named Insured:** Arkwin Industries, Inc.

Address: 686 Main Street
Westbury, NY 11590

Item 2. **Policy Period:**

From: 07-Jun-2011

To: 07-Jun-2014

Both dates at 12:01 a.m. Local Time at the Address stated in Item 1.

Item 3. **Limit of Liability:**

(a)	\$1,000,000	Each Pollution Condition - includes Claims Expenses
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(b)	\$2,000,000	Aggregate for the Policy Period - includes Claims Expenses
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Item 4. Deductible:	\$25,000	Each Pollution Condition - includes Claims Expenses
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Item 5. Premium:	\$26,794	
-------------------------	----------	--



Item 6. **Retroactive Date(s):**

- | | | |
|-----|------|---|
| (a) | None | Coverage I.B. Covered Location Pollution Liability Coverage - Existing Pollution Conditions |
| (b) | None | Coverage I.C. Transportation Pollution Liability Coverage |

Item 7. **Extended Reporting Period:**

- (a) Premium for Extended Reporting Period: 200% of the total premium for this Policy
- (b) Length of Extended Reporting Period: Up to 36 Months

Item 8. **Notification under this Policy:**

- (a) Notification pursuant to Clause IX. shall be given to:

Mail: Beazley Insurance Company, Inc.
30 Batterson Park Drive
Farmington, CT 06032
Attn: A&E Claims

If you have any questions or for additional information please call.

- (b) All other notices under this Policy shall be given to:

Beazley USA Services, Inc.
30 Batterson Park Road
Farmington, CT 06032
Tel: (860) 677-3700
Fax: (860) 679-0247

Item 9. **Covered Location(s):** 710 Summa Avenue, Westbury, NY 11590-5011

Item 10. **Application of Terrorism Risk Insurance Extension Act:** Yes

Item 11. **Service of process in any suit shall be made upon:**

Mendes & Mount
750 Seventh Avenue
New York, New York 10019-6829
United States of America

Item 12. **Choice of Law:** New York

Item 13. **Coverage Provided:**

Coverage	Coverage Provided
I.A.1. New Pollution Conditions - 3 rd Party	YES
I.A.2. New Pollution Conditions - 1 st Party	NO
I.B.1. Existing Pollution Conditions - 3 rd Party	YES
I.B.2. Existing Pollution Conditions - 1 st Party	NO
I.C. Transportation	YES
I.D. Non-Owned Disposal Site	YES

Item 14. **Endorsements Effective at Inception:**

1. SCHEDULE2011 Lloyds Security Schedule 2011
2. NMA1256 Nuclear Incident Exclusion Endorsement
3. NMA1477 Radioactive Contamination Exclusion Endorsement
4. NMA2918 War and Terrorism Exclusion Endorsement
5. E02565032011 U.S. Terrorism Risk Insurance Act of 2002 As Amended,
New & Renewal Business Endorsement
6. E02561032011 Severability of Interest
7. E02938052011 Business Interruption and Extra Expense Endorsement With
Sublimit
8. E02369102010 Bodily Injury Coverage For Asbestos and Lead-Based Paint
9. E02209082010 Minimum Earned Premium
10. E02326102010 Deletion of First Party Cleanup Costs

Dated: 13-Jun-11

At: 30 Batterson Park Road
Farmington
Connecticut 06032
(office of the Correspondent)

By: 
Beazley USA Services, Inc. (Correspondent)

LLOYDS SECURITY SCHEDULE

Syndicate 2623	81%
Syndicate 623	19%

ALL OTHER TERMS, conditions and limitations of said Certificate shall remain unchanged.

Effective date of this Endorsement: 07-Jun-2011

This Endorsement is attached to and forms a part of Policy Number: W11A8C110101

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
 - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

Effective date of this Endorsement: 07-Jun-2011

This Endorsement is attached to and forms a part of Policy Number: W11A8C110101

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-LIABILITY-DIRECT (U.S.A.)

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause-Liability-Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Effective date of this Endorsement: 07-Jun-2011

This Endorsement is attached to and forms a part of Policy Number: W11A8C110101

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Effective Date of this Endorsement: 07-Jun-2011

This Endorsement is attached to and forms a part of Policy Number: W11A8C110101

Insurer: Syndicate 2623/623 at Lloyd's

U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED
NEW & RENEWAL BUSINESS ENDORSEMENT

This endorsement modifies insurance provided under the following:

Beazley ECLIPSE

ENVIRO COVERED LOCATION INSURANCE POLICY – SITE ENVIRONMENTAL

This endorsement is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

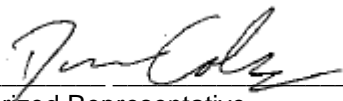
It is hereby noted and agreed with effect from inception that the Terrorism exclusion to which this Insurance is subject, War and Terrorism Exclusion Endorsement, shall not apply to any **Claims, Claims Expense or Cleanup Costs** directly resulting from any "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA").

The coverage afforded by this endorsement is only in respect of any **Claims, Claims Expense and Cleanup Costs** of the type insured by this Insurance directly resulting from an "act of terrorism" as defined in TRIA. The coverage provided by this endorsement shall expire at 12:00 midnight December 31, 2014, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates. The Terrorism exclusion to which this Insurance is subject, War and Terrorism Exclusion Endorsement, applies in full force and effect to any other losses and any act or events that are not included in said definition of "act of terrorism".

This endorsement only affects the Terrorism exclusion to which this Insurance is subject. All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

Furthermore the Underwriters will not be liable for any amounts for which they are not responsible under the terms of TRIA (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on the Underwriters liability for payment for terrorism losses.

All other terms, exclusions and conditions of the policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 07-Jun-2011

This Endorsement is attached to and forms a part of Policy Number: W11A8C110101

Syndicate 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"

SEVERABILITY OF INTEREST

This endorsement modifies insurance provided under the following:

BEAZLEY "ECLIPSE"

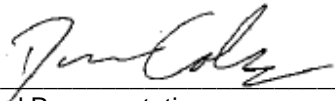
ENVIRO[®] COVERED LOCATION INSURANCE POLICY (SITE ENVIRONMENTAL)

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the following Clause is added to this Policy:

XXVI. SEVERABILITY OF INTEREST

Except with respect to the Limit of Liability, Clause XI. Representations and any rights and duties assigned in the Policy to the **Named Insured**, this insurance applies as if each **Insured** were the only **Insured** and separately to each **Insured** against whom a **Claim** is made.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 07-Jun-2011

This Endorsement is attached to and forms a part of Policy Number: W11A8C110101

Syndicate 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"

BUSINESS INTERRUPTION AND EXTRA EXPENSE ENDORSEMENT WITH SUBLIMIT

This endorsement modifies insurance provided under the following:

BEAZLEY "ECLIPSE"

ENVIRO COVERED LOCATION INSURANCE POLICY – SITE ENVIRONMENTAL

In consideration of the premium charged for this policy, it is hereby understood and agreed that:

1) Clause **I. INSURING CLAUSE** is amended by the addition of the following:

E. Business Interruption and Extra Expense

To pay on behalf of the **Insured Business Interruption** and **Extra Expense**, including **Rental Value**, solely as a result of a **Claim** for a **Pollution Condition**, covered under Clause I.A.1. and I.B.1 and not otherwise excluded under the terms and conditions of this Policy.

2) Clause **III. Definitions** is amended by the addition of the following:

W. "**Business Interruption**" means the sum of the following:

1. net income, which is net profit, if any, that would have been earned before taxes (or if there is a net loss before taxes, the net loss is deducted), and
2. continuing normal operating expenses incurred excluding payroll not deducted in 1. above,

due to the reasonably and necessary suspension of the **Insured's** operations during the **Period of Restoration** at a **Covered Location**.

X. "**Deductible Period**" means the period of time that begins at the date and time that the Underwriters receive and record written notice of the necessary suspension of the **Insured's** operations due to a **Pollution Condition** on, at, under or migrating from the a **Covered Location** and ends within the following time frame:

3 days

Y. "**Extra Expense**" means the necessary expenses incurred by the **Insured**, over and above the **Insured's** continuing normal operating expenses, during the **Period of Restoration**, that the **Insured** would not have incurred had there been no **Pollution Condition** discovered at the **Covered Location**, provided that the expenses are incurred to avoid or minimize the suspension of business and to continue operations:

1. at the **Covered Location**, or
2. at replacement or temporary location(s), including:
 - i. relocation expenses; and

- ii. cost to equip and operate the replacement or temporary location(s).

Subject to the terms and conditions of this Policy, the Underwriters will pay no more for **Extra Expenses** than the percentage shown below multiplied by the Limit of Liability stated in the Declarations. If the **Period of Restoration** is:

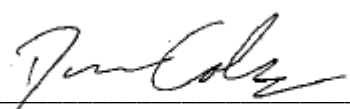
- a) 30 days or less, the percentage applied to the Limit of Liability shall be 40%
- b) 31-60 days, the percentage applied to the Limit of Liability shall be 80%
- c) 61 days or more, the percentage applied to the Limit of Liability shall be 100%

Z. "**Period of Restoration**" means the period of time that begins after the **Deductible Period** and ends when the **Covered Location(s)** should be restored to operation with reasonable speed and quality or when business activities resume at the new permanent location. The expiration date of this Policy will not reduce the **Period of Restoration**, nor shall the **Extended Reporting Period** extend it.

AA. "**Rental Value**" means the loss of any anticipated rental income the **Insured** would have earned during the **Period of Restoration** by renting all or a portion of the **Covered Location(s)** to a third party not owned by, affiliated with, or connected in any way to the **Insured**, less any rental income the **Insured** actually earned or could have earned during the **Period of Restoration** by renting all or a portion of the **Covered Location(s)** or by making use of other property. **Rental Value** does not apply to any loss included in the definition of **Business Interruption** and **Extra Expense**.

- 3) The coverage under this Endorsement is limited to an amount of \$0 each **Pollution Condition** and \$0 in the aggregate for the **Policy Period**, such amounts being part of, and not in addition to, the Limits of Liability of this Policy.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 07-Jun-2011

This Endorsement is attached to and forms a part of Policy Number: W11A8C110101

Syndicate 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"

BODILY INJURY COVERAGE FOR ASBESTOS / LEAD-BASED PAINT

This endorsement modifies insurance provided under the following:

BEAZLEY "ECLIPSE"

ENVIRO[®] COVERED LOCATION INSURANCE POLICY (SITE ENVIRONMENTAL)

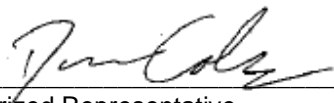
In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause **VI. EXCLUSION E.** is deleted and replaced with the following:

E. Asbestos / Lead-Based Paint

arising out of or resulting from or in consequence of, or in any way involving asbestos or lead-based paint, or materials containing asbestos or lead-based paint in whatever form or quantity; provided, that this exclusion does not apply to:

1. any **Claim** for **Bodily Injury** which is covered pursuant to Insuring Clause I.A. or I.B. of this Policy;
2. any other **Claim** which is covered pursuant to Insuring Clause I.A. or I.B. of this Policy arising out of asbestos or lead-based paint, or materials containing asbestos or lead-based paint, in soil or in any watercourse or body of water or in groundwater; or
3. any **Claim** which is covered pursuant to Insuring Clause I.C. or I.D. of this Policy.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 07-Jun-2011

This Endorsement is attached to and forms a part of Policy Number: W11A8C110101
Syndicate 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or
the "Underwriters"

MINIMUM EARNED PREMIUM

This endorsement modifies insurance provided under the following:

Beazley ECLIPSE Policy

In consideration of the premium charged for this Policy, it is hereby understood and agreed that in the event of cancellation by the **Insured** or cancellation by the Underwriters, this Policy shall be subject to a minimum earned premium of 25% of the amount shown in Item 5. of the Declarations.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

8-Jun-11
Date

Effective date of this Endorsement: 07-Jun-2011

This Endorsement is attached to and forms a part of Policy Number: W11A8C110101

Syndicate 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"

DELETION OF FIRST PARTY CLEANUP COSTS

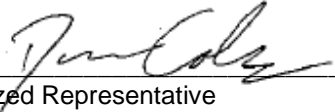
This endorsement modifies insurance provided under the following:

BEAZLEY "ECLIPSE"

ENVIRO[®] COVERED LOCATION INSURANCE POLICY (SITE ENVIRONMENTAL)

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause I. INSURING CLAUSE A.2. **Covered Location Pollution Liability Coverage - New Pollution Conditions, Cleanup Costs** and B.2. **Covered Location Pollution Liability Coverage - Existing Pollution Conditions, Cleanup Costs** are deleted in their entirety.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

CERTIFICATE PROVISIONS



Lloyd's Insurance

This Insurance is effected with certain Underwriters at Lloyd's, London.

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Assured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

SLC-3 (USA) NMA2868 (24/08/00) Printed by the Corporation of Lloyd's.

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Underwriters.** The Correspondent is not an Underwriter hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Underwriters hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
5. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
6. It is hereby understood and agreed that wherever the word 'Policy' appears herein it shall be deemed to read 'Certificate.'



Beazley ECLIPSE
ENVIRO COVERED LOCATION INSURANCE POLICY (SITE ENVIRONMENTAL)

**COVERED LOCATION POLLUTION LIABILITY - NEW POLLUTION CONDITIONS,
COVERED LOCATION POLLUTION LIABILITY - EXISTING POLLUTION
CONDITIONS, TRANSPORTATION POLLUTION LIABILITY AND NON-OWNED
DISPOSAL SITE POLLUTION LIABILITY INSURANCE**

NOTICE: The coverage under Insuring Clause I.A.1., I.B.1., I.C. and I.D. is provided on a Claims Made and Reported Basis. Except as otherwise provided, the coverage under Insuring Clause I.A.1., I.B.1., I.C. and I.D. applies only to **Claims** first made against the **Insured** during the **Policy Period** and reported in writing to the Underwriters pursuant to the terms of this Insurance Policy. The coverage under Insuring Clause I.A.2. and I.B.2. is first party coverage for **Cleanup Costs**. The Limit of Liability available to pay **Damages** and **Cleanup Costs** shall be reduced and may be completely exhausted by payment of **Claims Expenses**. Please review the coverage afforded under this Insurance Policy carefully and discuss the coverage hereunder with your insurance agent or broker.

In consideration of the payment of the premium and reliance upon the statements in the **Application**, which is deemed a part of this Insurance Policy (hereinafter referred to as the "Policy" or "Insurance") and which, unless waived by the Underwriters in writing, is a condition precedent to coverage under the Policy, and subject to the Limit of Liability, Deductible, Exclusions, conditions and other terms of this Insurance, the Underwriters agree with the **Named Insured**:

I. INSURING CLAUSE

A. Covered Location Pollution Liability Coverage - New Pollution Conditions

To pay on behalf of the **Insured**:

1. **Damages** and **Claims Expenses**, in excess of the Deductible which the **Insured** shall become legally obligated to pay because of any **Claim** for a **Pollution Condition** first made against the **Insured** during the **Policy Period** and reported in writing to the Underwriters during the **Policy Period**, within ninety (90) days following the end of the **Policy Period** or during the **Extended Reporting Period** (if applicable); and/or
2. **Cleanup Costs**, in excess of the Deductible, because of a **Pollution Condition** first discovered by the **Insured** during the **Policy Period** and reported in writing to the Underwriters during the **Policy Period** or within ninety (90) days following the end of the **Policy Period**,

provided that, such **Pollution Condition**:

- (a) first commenced after the Inception Date set forth in Item 2. of the Declarations and before the end of the **Policy Period**; and
- (b) is on, at, under or migrates from a **Covered Location**.

B. Covered Location Pollution Liability Coverage - Existing Pollution Conditions

To pay on behalf of the **Insured**:

1. **Damages and Claims Expenses**, in excess of the Deductible which the **Insured** shall become legally obligated to pay because of any **Claim** for a **Pollution Condition** first made against the **Insured** during the **Policy Period** and reported in writing to the Underwriters during the **Policy Period**, within ninety (90) days following the end of the **Policy Period** or during the **Extended Reporting Period** (if applicable); and/or
2. **Cleanup Costs**, in excess of the Deductible, because of a **Pollution Condition** first discovered by the **Insured** during the **Policy Period** and reported in writing to the Underwriters during the **Policy Period** or within ninety (90) days following the end of the **Policy Period**,

provided that, such **Pollution Condition**:

- (a) first commenced on or after the Retroactive Date, if any, set forth in Item 6.(a) of the Declarations and before the Inception Date set forth in Item 2. of the Declarations; and
- (b) is on, at, under or migrates from a **Covered Location**.

C. Transportation Pollution Liability Coverage

To pay on behalf of the **Insured Damages and Claims Expenses**, in excess of the Deductible, which the **Insured** shall become legally obligated to pay because of any **Claim** for a **Pollution Condition** first made against the **Insured** during the **Policy Period** and reported in writing to the Underwriters during the **Policy Period**, within ninety (90) days following the end of the **Policy Period** or during the **Extended Reporting Period** (if applicable), wholly occurring during and resulting solely from **Transportation**; provided that such **Pollution Condition** first commenced on or after the Retroactive Date set forth in Item 6.(b) of the Declarations and before the end of the **Policy Period**.

This Insuring Clause shall not be utilized to evidence financial responsibility of any **Insured** under any federal, state, provincial or local law.

D. **Non-Owned Disposal Site Pollution Liability Coverage**

To pay on behalf of the **Insured Damages** and **Claims Expenses**, in excess of the Deductible, which the **Insured** shall become legally obligated to pay because of any **Claim** for a **Pollution Condition** first made against the **Insured** during the **Policy Period** and reported in writing to the Underwriters during the **Policy Period**, within ninety (90) days following the end of the **Policy Period** or during the **Extended Reporting Period** if applicable, provided that such **Pollution Condition**:

1. first commenced on or after the Inception Date set forth in Item. 2. of the Declarations and before the end of the **Policy Period**; and
2. is on, at, under or migrates from a **Non-Owned Disposal Site**.

II. **SUPPLEMENTARY PAYMENTS**

Payments made under this Clause are not subject to the Deductible and are payable by the Underwriters in addition to the Limits of Liability.

A. **Defendants Reimbursement**

Upon the Underwriters request, the **Insured** shall attend mediation meetings, arbitration proceedings, hearings, depositions and trials relative to the defense of a **Claim**. After the first three (3) days' attendance required for each **Claim**, the Underwriters shall reimburse the **Insured**, upon written request, for actual loss of earnings and reasonable expenses due to such attendance up to \$500 for each day in the aggregate for all **Insureds** subject to a maximum amount of \$10,000 for each **Claim**.

B. **Reputation Management Reimbursement**

The Underwriters will reimburse the **Named Insured** fifty percent (50%) of the first \$100,000 in Reputational Management Expenses in the aggregate for the **Policy Period** incurred by the **Named Insured** for reputational management consulting services which are incurred in connection with a **Claim** covered under this Policy that the **Named Insured** reasonably believes will have a material adverse effect upon the **Named Insured's** reputation.

Reputational Management Expenses means reasonable fees, costs, and expenses incurred by the **Named Insured** for reputational management consulting services provided by a public relations firm to the **Named Insured** in response to a **Claim**.

After the Underwriters have paid \$50,000 under this Clause II.B., the Underwriters shall not be obligated to pay any further Reputational Management Expenses.

III. DEFINITIONS

Wherever used in this Policy in bold face type, the following definitions shall apply.

- A. **"Application"** means all signed applications, including all attachments and other materials submitted therewith or incorporated therein, and any other such documents submitted in connection with the underwriting of this Policy including any endorsement or other part thereof, or any other policy issued by the Underwriters, of which this Policy is a renewal, replacement or which it succeeds in time.
- B. **"Bodily Injury"** means physical injury, sickness or disease, including death resulting therefrom, and any accompanying medical monitoring and mental anguish, emotional distress or shock sustained by any person.
- C. **"Cargo"** means an **Insured's** waste, materials, goods or products transported by automobile, aircraft, watercraft, or other conveyance for delivery by a carrier properly licensed to transport such waste, materials, goods or products.
- D. **"Claim"** means:
 - 1. a written demand received by any **Insured** for money or services or alleging liability or responsibility including the service of suit or institution of arbitration proceedings; or
 - 2. a court or government agency order or government or regulatory action filed against the **Insured**.
- E. **"Claims Expenses"** means:
 - 1. reasonable and necessary fees charged by an attorney designated or consented to by the Underwriters, such consent not to be unreasonably withheld or delayed;
 - 2. all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, suit or proceeding arising in connection therewith, if incurred by the Underwriters, or by the **Insured** with the prior written consent of the Underwriters, such consent not to be unreasonably withheld or delayed; and
 - 3. premiums for appeal bonds for judgments or bonds to release property used to secure a legal obligation, if required for a **Claim** against any **Insured** for a **Pollution Condition** to which this Insurance applies, provided, however, that the Underwriters shall have no obligation to appeal or to obtain such bonds.

Claims Expenses do not include any goods supplied or services performed by the staff or salaried employees of the **Insured** in connection

with the investigation, adjustment, defense or appeal of any **Claim** noticed under this Insurance or in connection with the investigation or remediation of a **Pollution Condition**, without the prior written consent of the Underwriters.

- F. **"Cleanup Costs"** means reasonable and necessary costs, charges and expenses incurred with the prior written consent of the Underwriters in the investigation, assessment, removal, disposal, abatement, containment, treatment, remediation (including the associated testing and monitoring) or neutralization of a **Pollution Condition**, provided that such costs, charges and expenses are caused by a **Pollution Condition**, to the extent required by **Environmental Laws** or required to satisfy the **Insured's** obligations under a federal or state voluntary cleanup program.

The term **Cleanup Costs** shall also include:

1. reasonable and necessary legal costs, where such costs have been incurred by the **Insured** with the prior written consent of the Underwriters, such consent not to be unreasonably withheld or delayed; and
2. reasonable and necessary expenses required to restore, repair or replace real or personal property, to substantially the same condition it was in prior to being damaged during the course of responding to a **Pollution Condition** to which this Insurance applies. However, these costs will not exceed the actual cash value of such real or personal property immediately prior to such damage or include costs associated with improvements or betterments. Actual Cash Value shall mean the cost to replace such real or personal property, immediately prior to such damage, minus the accumulated depreciation of the real or personal property; and
3. reasonable and necessary expenses incurred to respond to an imminent and substantial endangerment to the public health or welfare or to the environment.

- G. **"Covered Location"** means any location that is owned, rented, occupied or leased by the **Named Insured**, provided that such location is specified in Item 9. of the Declarations.

- H. **"Damages"** means a monetary judgment, award or settlement of compensatory damages incurred for **Bodily Injury** or **Property Damage**, including any pre-judgment and/or post-judgment interest thereon. Solely with respect to the coverage afforded under Insuring Clauses I.A.1, I.B.1., 1.C. and 1.D. the term **Damages** shall also include **Cleanup Costs**.

The term **Damages** shall not include or mean:

1. criminal fines, taxes or loss of tax benefits, sanctions or criminal penalties assessed against the **Insured**;
 2. civil fines and penalties assessed against the **Insured**, punitive damages, exemplary damages or any damages which are a multiple of compensatory damages, unless insurable by the law under which this Policy is construed;
 3. liquidated damages to the extent that such damages exceed the amount for which the **Insured** would have been liable in the absence of such liquidated damages agreement;
 4. any amounts for which the **Insured** is not liable, or for which there is no legal recourse against the **Insured**;
 5. matters deemed uninsurable under the law pursuant to which this Policy is construed; or
 6. goods supplied or services performed by the staff or salaried employees of the **Insured** in connection with the investigation, adjustment, defense or appeal of any **Claim** noticed under this Insurance or in connection with the investigation or remediation of a **Pollution Condition**, without the prior written consent of the Underwriters.
- I. “**Environmental Laws**” means any federal, state, provincial or local laws, including but not limited to statutes, rules, regulations, ordinances, guidance documents, and governmental, judicial or administrative orders and directives that are applicable to **Pollution Conditions** to which this Insurance applies.
- J. “**Extended Reporting Period**” means the period of time after the end of the **Policy Period** for reporting **Claims** as provided in Clause X. of this Policy.
- K. “**Insured**” shall mean:
1. the **Named Insured**;
 2. a present or former director or officer of the **Named Insured**, but only with respect to the performance of his or her duties as such on behalf of the **Named Insured**;
 3. a present or former employee or **Temporary Employee** of the **Named Insured**, but only for work done while acting within the scope of his or her employment and related to the conduct of the **Named Insured’s** business;
 4. a present or former principal if the **Named Insured** is a sole proprietorship or a partner if the **Named Insured** is a partnership,

but only with respect to the performance of his or her duties as such on behalf of the **Named Insured**;

5. the estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be entitled to coverage under this Insurance.
- L. **"Microbial Matter"** means fungi, mold or mildew.
- M. **"Named Insured"** means only the person or entity specified in Item 1. of the Declarations.
- N. **"Natural Resource Damage"** means physical injury to or destruction of, as well as the assessment of such injury or destruction, including the resulting loss of value of, land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801 et. seq.), any state, local or provincial government, any foreign government, any Native American Tribe or if such resources are subject to a trust restriction on alienation, any member of a Native American Tribe.
- O. **"Non-Owned Disposal Site"** means any location used by the **Named Insured** for the treatment, storage or disposal of waste or materials provided that such location:
1. is not managed, operated, owned or leased by any **Insured** or an affiliate of any **Insured**; and
 2. is properly permitted and/or licensed by the applicable federal, state, local or provincial authorities to accept such waste or materials as of the date the waste or materials are treated, stored or disposed of at such location; and
 3. is within the United States, its territories or possessions, or in Canada; and
 4. is not listed on a proposed or final Federal National Priorities List and/or any state or provincial equivalent National Priority List, Superfund or Hazardous Waste List prior to the treatment, storage or disposal of the waste or material at such location; and
 5. is not owned or operated by a bankrupt or financial insolvent entity as of the date the waste or materials are treated, stored or disposed of at such location.

- P. **"Policy Period"** means the period of time between the Inception Date shown in the Declarations and the effective date of termination, expiration or cancellation of this Insurance and specifically excludes any **Extended Reporting Period** or any prior policy period or renewal period.
- Q. **"Pollution Condition"** means the actual or alleged discharge, dispersal, release, escape, migration, seepage or illicit abandonment of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, hazardous substances, waste materials, including medical infectious and pathological waste, low-level radioactive waste and material, Legionella and **Microbial Matter** into or upon land or structures thereupon, the atmosphere or any watercourse, body of water or groundwater, which results in **Bodily Injury, Property Damage** or **Cleanup Costs** to which this Insurance applies.

For the purpose of this Policy, the same, continuing or series of related or repeated **Pollution Conditions** shall be considered a single **Pollution Condition**, irrespective of the number of Claimants or **Insureds** involved in the **Claim**.

- R. **"Property Damage"** means:
1. physical injury to or destruction of any tangible property, including the loss of use thereof;
 2. loss of use of tangible property that has not been physically injured or destroyed;
 3. diminished value of property owned by third parties, but only where there is physical injury to or destruction of such tangible property; or
 4. **Natural Resource Damage**.
- S. **"Responsible Insured"** means:
1. any director, officer, principal, or partner of the **Named Insured**;
 2. any manager or supervisor of the **Named Insured** responsible for environmental health and safety affairs, control or compliance;
 3. any insurance manager or any member of the risk management or legal department of the **Named Insured**; or
 4. any manager of a **Covered Location**.
- T. **"Temporary Employee"** means a natural person furnished or leased to the **Named Insured** to meet short term or project specific workloads and for whom the **Named Insured** has the right to direct and control the means of performance.

- U. **“Transportation”** means the movement of **Cargo** to or from a **Covered Location** and includes the carrier’s loading and unloading of **Cargo** onto or from an automobile, aircraft, watercraft or other conveyance provided that the loading and unloading is performed by or on behalf the **Insured**.
- V. **“Underground Storage Tank”** means any stationary container or vessel, including the associated piping connected thereto, which is (1) ten percent (10%) or more beneath the surface of the ground; (2) constructed primarily of non-earthen materials; and (3) designated to contain any substance.

IV. DEFENSE, SETTLEMENT, AND INVESTIGATION OF CLAIMS (Insuring Clause I.A.1., I.B.1., I.C. and I.D.)

- A. The Underwriters shall have the right and duty to defend, subject to the Limit of Liability, exclusions and other terms and conditions of this Policy, any **Claim** against the **Insured** seeking **Damages** which are payable under the terms of this Policy, even if any of the allegations of the **Claim** are groundless, false or fraudulent.
- B. The Limit of Liability available to pay **Damages** and **Cleanup Costs** shall be reduced and may be completely exhausted by payment of **Claims Expenses**. **Damages**, **Cleanup Costs** and **Claims Expenses** shall be applied against the Deductible.
- C. The Underwriters shall have the right to make any investigation it deems necessary, including, without limitation, any investigation with respect to the **Application** and statements made in the **Application** and with respect to coverage.
- D. If the **Insured** shall refuse to consent to any settlement or compromise of a **Claim** recommended by the Underwriters and acceptable to the Claimant, the Underwriters’ liability for any **Damages** and **Claims Expenses** associated with such **Claim** shall not exceed the amount for which the **Claim** could have been settled, less the remaining Deductible, plus the **Claims Expenses** incurred up to the time of such refusal, or the applicable Limit of Liability, whichever is less, and the Underwriters shall have the right to withdraw from the further defense thereof by tendering control of said defense to the **Insured**.
- E. It is further provided that the Underwriters shall not be obligated to pay any **Damages**, **Cleanup Costs** or **Claims Expenses**, or to undertake or continue defense of any suit or proceeding after the applicable Limit of Liability has been exhausted by payment of **Damages**, **Cleanup Costs** and/or **Claims Expenses**.

V. TERRITORY

Subject to Clause III.O., this Policy applies to **Claims** made and **Pollution Conditions** arising anywhere in the world where permitted by applicable law.

VI. EXCLUSIONS

The coverage under this Insurance does not apply to **Damages** or **Claims Expenses** incurred in connection with or resulting from any **Claim**, or to any **Cleanup Costs**:

A. Intentional Acts

arising out of or resulting from any actual or alleged **Pollution Condition** that results from a **Responsible Insured's** intentional disregard of, or willful, deliberate, or dishonest non compliance with, any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, order or instruction by or on behalf of any governmental agency or representative.

B. Prior Knowledge,

except where specifically disclosed in the **Application** for this Policy, arising out of any **Pollution Condition** existing prior to the Inception Date of this Insurance and known by a **Responsible Insured**. Any **Pollution Condition** disclosed and not otherwise excluded under this Policy or by endorsement shall be deemed to have been first discovered as of the date the **Covered Location** was added to this Policy.

C. Insured versus Insured

by or on behalf of any **Insured** against any other person or entity who is also an **Insured**.

D. Assumption of Contractual Liability of Others

arising out of or resulting from the liability of others assumed by the **Insured** under any contract or agreement either oral or written, including any hold harmless or indemnity agreements, except to the extent:

1. the **Insured** would have been liable in the absence of such contract or agreement; or
2. covered under contracts approved by the Underwriters and identified on a schedule attached by Endorsement to this Policy.

E. Asbestos / Lead-Based Paint

arising out of or resulting from or in consequence of, or in any way involving asbestos or lead-based paint, or materials containing asbestos

or lead-based paint in whatever form or quantity; provided, that this exclusion does not apply to:

1. any **Claim** which is covered pursuant to Insuring Clause I.A. or I.B. of this Policy arising out of asbestos or lead-based paint, or materials containing asbestos or lead-based paint, in soil or in any watercourse or body of water or in groundwater; or
2. any **Claim** which is covered pursuant to Insuring Clause I.C. or I.D. of this Policy.

F. Employers Liability and Workers Compensation

for or arising out of or resulting from:

1. **Bodily Injury** to any employee of the **Named Insured** arising out of and in the course of:
 - (a) employment by the **Named Insured**; or
 - (b) performing duties related to the conduct of the **Named Insured's** business; or
2. **Bodily Injury** to any spouse (or person living together as spouse), child, parent, brother, sister or dependent of the employee as a consequence of 1. above; or
3. the **Named Insured's** employment obligations, decisions, practices or policies as an employer; or
4. any obligation which the **Insured** or any carrier as insurer may be liable under any workers compensation, unemployment compensation or disability benefits law or similar law.

G. Products Liability

arising out of or resulting from the design or manufacture of any goods or products which are sold or supplied by the **Insured** or by others under license from the **Insured** but only if the **Pollution Condition** takes place away from a **Covered Location** and after physical possession of such goods or products has been relinquished to others.

H. Communicable Diseases

for, arising out of or resulting from any exposure to infected humans or animals, or contact with bodily fluids of infected humans or animals.

I. **Property Damage to Named Insured's Property**

for any **Property Damage** to any property owned, leased or operated by, or in the care, custody or control of the **Named Insured**, even if such **Property Damage** is incurred to avoid or mitigate **Damages** or **Cleanup Costs** which may be covered under this Policy.

J. **Natural Occurring Materials**

for, arising out of or resulting from the existence, removal, abatement or remediation of naturally occurring materials; provided that this exclusion does not apply where such substances are present at a **Covered Location** only because of human activities or processes or where such removal, abatement or remediation is required by order of a court or government agency.

K. **New Pollution Conditions at Divested Property**

for, arising out of or resulting from a **Pollution Condition** on, at, under or migrating from a **Covered Location**, where such **Pollution Condition** first commences after such **Covered Location** is sold, given away or abandoned by the **Insured** or condemned.

L. **Aircraft, Auto or Watercraft**

for, arising out of or resulting from the ownership, maintenance, use or entrustment to others of any aircraft, automobile or watercraft beyond the boundaries of a **Covered Location**. Use includes operation and loading or unloading.

This exclusion does not apply to any **Claim** which is covered pursuant to Insuring Clause I.C. of this Policy.

M. **Material Change in Use**

under Insuring Clause I.A. and I.B., arising out of a material change in the use of, or operations at, a **Covered Location** from the use or operations identified by the Insured in the statements and information contained in the **Application** and other supplemental materials submitted to the Underwriters prior to the Inception Date of this **Policy Period** or prior to adding such location as a **Covered Location** as specified in Item 9. of the Declarations.

N. **Underground Storage Tank**

under Insuring Clause I.A. and I.B., arising out of the existence of any **Underground Storage Tank** on, at or under a **Covered Location**; provided, that this exclusion does not apply to:

1. an **Underground Storage Tank** that is closed, abandoned in place or removed prior to the Inception Date of this Policy, in accordance with all applicable federal, state, local or provincial regulations, in effect at the time of closure, abandonment or removal;
2. an **Underground Storage Tank** that is identified as a **Covered Location** as specified in Item 9. of the Declarations;
3. an **Underground Storage Tank**, the existence of which is not known to any **Responsible Insured** as of the Inception Date of this Policy;
4. a flow-through process tank, including oil/water separators; or
5. a storage tank situated in an underground area (such as a basement, cellar, mine shaft or tunnel) if the storage tank is situated upon or above the surface of the floor.

VII. LIMIT OF LIABILITY

- A. The Limit of Liability stated in Item 3.(a) of the Declarations for “Each **Pollution Condition**” is the limit of the Underwriters liability for all **Damages, Cleanup Costs** and **Claims Expenses** arising out of each **Pollution Condition**.
- B. The “Aggregate for the **Policy Period**” stated in Item 3.(b) of the Declarations is the Underwriters combined total Limit of Liability for all **Damages, Cleanup Costs** and **Claims Expenses** arising out of all **Pollution Conditions** which are covered under the terms and conditions of this Policy, and neither the inclusion of more than one **Insured** under this Policy, nor the making of **Claims** by more than one person or entity shall increase the Limit of Liability.
- C. The Limit of Liability for the **Extended Reporting Period** shall be part of and not in addition to the Limit of Liability of the Underwriters for the **Policy Period**.

VIII. DEDUCTIBLE

- A. The “Deductible” stated in Item 4. of the Declarations applies separately to each **Pollution Condition**. The Deductible shall be satisfied by monetary payments by the **Named Insured** of **Damages, Cleanup Costs** and **Claims Expenses** resulting from **Claims** first made and **Pollution Conditions** first discovered during the **Policy Period** and reported to the Underwriters pursuant to the terms of this Policy. Satisfaction of the Deductible is a condition precedent to the payment by the Underwriters of any amounts hereunder, and the Underwriters shall be liable only for the amounts in excess of the Deductible subject to the Underwriters total

liability not exceeding the Limits of Liability stated in Items 3.(a) and 3.(b) of the Declarations. The **Named Insured** shall make direct payments within the Deductible to appropriate other parties designated by the Underwriters.

- B. Any payments by the **Named Insured** in satisfaction of its deductible obligations under any other valid and collectible insurance shall not satisfy the Deductible under this Policy.

IX. NOTICE OF CLAIM AND POLLUTION CONDITION

- A. With respect to Insuring Clause I.A.1., I.B.1., I.C. and I.D., if any **Claim** is made against an **Insured**, the **Insured** shall forward written notice as soon as practicable to the Underwriters. Notice shall be forwarded via facsimile, email or express or certified mail to the persons identified in Item 8.(a) of the Declarations. Such notice should include a copy of every demand, notice, summons or other process received by the **Insured** or the **Insured's** representative.
- B. With respect to Insuring Clause I.A.2. and I.B.2., the **Insured** shall forward written notice to the Underwriters as soon as practicable after a **Responsible Insured** becomes aware of any such **Pollution Condition**. Notice shall may be forwarded via facsimile, email or express or certified mail to the persons identified in Item 8.(a) of the Declarations.

Notice shall include, at minimum, information sufficient to identify the **Named Insured**, the **Covered Location** affected, the names of persons with knowledge of the **Pollution Condition**, and all known and reasonably obtainable information regarding the time, place, cause, nature of and other circumstances of the **Pollution Condition** and any resulting injuries or damages and remedial steps proposed to be undertaken by the **Insured**.

- C. A **Claim** or **Pollution Condition** shall be considered to be reported to the Underwriters when written notice is first received by the person identified in Item 8.(a) of the Declarations.

X. EXTENDED REPORTING PERIOD

- A. If this Policy is cancelled or non-renewed by the Underwriters or by the **Named Insured**, then the **Named Insured** shall have the right to an automatic extension of the coverage granted by this Policy with respect to any **Claim** first made against any **Insured** and reported in writing to the Underwriters during the ninety (90) day period following the end of the **Policy Period**, but only with respect to a **Pollution Condition** first discovered by the **Insured** and reported in writing to the Underwriters during the **Policy Period**, which is otherwise covered by this Policy.

The above automatic extension of coverage shall not apply in the event the **Insured** has purchased other insurance to replace the insurance provided under this Policy.

- B. If this Policy is cancelled or non-renewed by the Underwriters or by the **Named Insured**, then the **Named Insured** shall have the right, upon payment of an additional premium calculated at that percentage shown in Item 7.(a) of the Declarations of the total premium for this Policy, to an extension of the coverage granted by this Policy with respect to any **Claim** first made against any **Insured** and reported in writing to the Underwriters during the period of time set forth in Item 7.(b) of the Declarations following the end of the **Policy Period**, but only with respect to any **Pollution Condition** first discovered by the **Insured** and reported in writing to the Underwriters during the **Policy Period**, which is otherwise covered by this Policy.

If the above mentioned extension of coverage is purchased, the ninety (90) day automatic extension of coverage referred to in Clause A. above, shall form part of, and not be in addition to, the above mentioned extension of coverage.

- C. As a condition precedent to the right to purchase the extension of coverage as referred to in Clause B. above, the total premium for this Policy must have been paid. The right to purchase such extension of coverage shall terminate unless written notice together with full payment of the premium for such extension of coverage is given to the Underwriters within sixty (60) days after the effective date of cancellation or non-renewal. If such notice and premium payment is not so given to the Underwriters, there shall be no right to purchase such extension of coverage.
- D. In the event of the purchase of the extension of coverage as referred to in Clause B. above the entire premium for such extension of coverage shall be deemed earned at its commencement.
- E. The Limit of Liability for the **Extended Reporting Period** shall be part of and not in addition to the Limit of Liability of the Underwriters stated in Items 3.(a) and 3.(b) of the Declarations.
- F. The offer of renewal terms, conditions or premiums different from those in effect prior to renewal shall not constitute a refusal to renew for purposes of this Clause X.

XI. REPRESENTATIONS

By acceptance of this Policy, all **Insureds** agree that the statements contained in the **Application** are their agreements and representations, that they shall be deemed material to the risk assumed by the Underwriters, and that this Policy is issued in reliance upon the truth thereof.

This entire Policy shall be void if, whether before or after a **Claim** or **Pollution Condition** is first reported to the Underwriters, the **Named Insured** has willfully concealed or misrepresented any fact or circumstance material to the granting of coverage under this Policy.

XII. OTHER INSURANCE

- A. Except as set forth in Clause C. below, this Insurance is primary, and the Underwriter's obligations are not affected unless any other insurance is also primary. In that case, the Underwriters will share with all such other insurance by the method described in Clause C. below.
- B. When this Insurance is excess, the Underwriters will pay only its share of the amount of **Damages, Cleanup Costs** or **Claims Expenses**, if any, that exceeds the total amount of such other insurance.
- C. When both this Insurance and other insurance apply to **Damages, Cleanup Costs** or **Claims Expenses**, the Underwriters shall not be liable under this Policy for a greater proportion of **Damages, Cleanup Costs** or **Claims Expenses** than the amount resulting from the following contribution methods, whichever is lesser:
 - (i) contribution by equal shares where each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the **Damages, Cleanup Costs** or **Claims Expenses** remains, whichever occurs first; or
 - (ii) contribution by limits where each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Where other insurance may be available for **Damages, Cleanup Costs** or **Claims Expenses** covered under this Insurance as noted above, the **Insured** shall promptly, upon request, provide the Underwriters with copies of all such policies.

XIII. ASSIGNMENT

The interest hereunder of any **Insured** is not assignable except with the prior written consent of the Underwriters, such consent not to be unreasonably withheld or delayed. If an **Insured** shall die or be adjudged incompetent, such insurance shall cover that **Insured's** legal representative to the extent that the **Insured** would be covered by this Policy.

XIV. CANCELLATION

This Insurance may be cancelled by the **Named Insured** by surrender of this Policy to the Underwriters or by mailing to the Underwriters written notice stating when thereafter cancellation shall be effective.

This Insurance may be cancelled by the Underwriters, by mailing the **Named Insured** at the address set forth in Item 1. of the Declarations, a notice stating when thereafter such cancellation shall be effective. The Underwriters may only cancel this Insurance for the following reasons:

- (i) material misrepresentation or fraud;
- (ii) any **Insured's** material failure to comply with the terms, conditions or contractual obligations under this Policy, including the failure to pay any premium or Deductible when due; or
- (iii) a material change in the use of, or operations at, a **Covered Location** from the use or operations identified by the **Insured** in the statements and information contained in the **Application** and other supplemental materials submitted to the Underwriters prior to the Inception Date of this **Policy Period** or prior to adding such location as a **Covered Location** as specified in Item 9. of the Declarations.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice either by the **Named Insured** or by the Underwriters shall be the equivalent of mailing. Notice of pending cancellation will be provided not less than: (a) ninety (90) days prior to the effective date of cancellation for any **Insured's** failure to comply with the terms, conditions or contractual obligations under this Policy including failure to pay the Deductible when due or where there is a material change in the use of, or operations at, a **Covered Location**; (b) thirty (30) days prior to the effective date of cancellation for material misrepresentation or fraud; and (c) ten (10) days prior to the effective date of cancellation for non-payment of premium.

If the Underwriter's cancel, subject to any minimum earned premium that may apply, the return premium will be calculated on a pro rata basis. If the **Named Insured** cancels, subject to any minimum earned premium that may apply, the return premium will be calculated in accordance with the customary short rate table and procedure.

XV. ASSISTANCE AND COOPERATION OF THE INSURED

The **Insured** shall cooperate with the Underwriters and offer all reasonable assistance in the investigation and defense of **Claims**, including investigations regarding the **Application** for and coverage under this Policy, and the cleanup and mitigation of **Pollution Conditions**.

The **Insured** shall execute or cause to be executed all papers and render all assistance as is requested by the Underwriters. The Underwriters may require that the **Insured** submit to examination under oath, attend hearings, depositions and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. In the course of investigation or defense, the Underwriters may require written statements or the **Insured's** attendance at meetings with the Underwriters.

Upon the Underwriters request, the **Insured** shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** because of **Pollution Conditions** with respect to which insurance is afforded under this Policy.

The **Insured** shall not admit liability, make any payment, assume any obligations, incur any expense (including, but not limited to, any **Claims Expenses** or **Cleanup Costs**), enter into any settlement, stipulate to any judgment or award or dispose of any **Claim** without the written consent of the Underwriters, such consent not to be unreasonably withheld or delayed. The **Insured** agrees not to take any action which in any way increases the Underwriters exposure under the Policy.

Except as provided for in Clause II.A., expenses incurred by the **Insured** in assisting and cooperating with the Underwriters, as described above, do not constitute **Claims Expenses** and are not reimbursable under the Policy.

XVI. ACTION AGAINST THE UNDERWRITERS

No action shall lie against the Underwriters unless, as a condition precedent thereto, the **Insured** shall have fully complied with all of the terms of this Policy, nor until the amount of the **Insured's** obligation to pay shall have been fully and finally determined either by judgment against them or by written agreement between them, the claimant and the Underwriters. Nothing contained herein shall give any person or organization any right to join the Underwriters as a party to any **Claim** against the **Insured** to determine their liability, nor shall the Underwriters be impleaded by the **Insureds** or their legal representative in any **Claim**.

XVII. SUBROGATION

In the event of any payment under this Insurance, the Underwriters shall be subrogated to all the **Insureds'** rights of recovery therefore against any person or organization, and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights. Any recoveries shall be applied first to subrogation expenses, second to the **Named Insured** to the extent of any payments in excess of the Limit of Liability, third to **Damages, Cleanup Costs** and **Claims Expenses** paid by the Underwriters, and fourth to the Deductible. Any additional amounts recovered shall be paid to the **Named Insured**.

XIII. ENTIRE AGREEMENT

By acceptance of this Policy, all **Insureds** agree that this Policy embodies all agreements existing between them and the Underwriters relating to this Insurance. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the Underwriters from asserting any right under the terms of this Policy; nor

shall the terms of this Policy be waived or changed, except by written endorsement issued to form a part of this Policy, signed by the Underwriters.

XIX. VALUATION AND CURRENCY

All premiums, limits, deductibles, **Damages**, **Cleanup Costs** and other amounts under this Policy are expressed and payable in the currency of the United States. If judgment is rendered, settlement is denominated or another element of **Damages** under this Policy is stated in a currency other than United States dollars or if **Cleanup Costs** or **Claims Expenses** are paid in a currency other than United States dollars, payment under this Policy shall be made in United States dollars at the rate of exchange published in the *Wall Street Journal* on the date the judgment becomes final or payment of the settlement or other element of **Damages** is due or the date such **Cleanup Costs** or **Claims Expenses** are paid.

XX. BANKRUPTCY

Bankruptcy or insolvency of the **Insured** shall not relieve the Underwriters of its obligations nor deprive the Underwriters of its rights or defenses under this Policy.

XXI. AUTHORIZATION

By acceptance of this Policy, the **Insureds** agree that the **Named Insured** will act on their behalf with respect to the giving and receiving of any notice provided for in this Policy, the payment of premiums and the receipt of any return premiums that may become due under this Policy, and the agreement to and acceptance of endorsements.

XXII. RIGHT OF ACCESS AND INSPECTION

The **Named Insured** agrees to provide the Underwriters with access to any information developed or discovered by an **Insured** concerning a **Claim** or **Pollution Condition** covered under this Policy, whether or not deemed by an **Insured** to be relevant and to provide the Underwriters with access to interview any **Insured** and review any documents of an **Insured**. Further, to the extent that an **Insured** has such rights, any of the Underwriter's representatives shall have the right and opportunity but not the obligation to inspect at any reasonable time, during the **Policy Period** or thereafter, a **Covered Location** associated with a **Claim** or **Pollution Condition** reported to the Underwriters. Neither the Underwriters nor its representatives shall assume any responsibility or duty to the **Insured** or to any other person or entity, by reason of such right of inspection. Neither the Underwriter's right to make inspections, sample and monitor, nor the actual undertaking thereof nor any report thereon shall constitute an undertaking on behalf of the **Insured** or others, to determine or warrant that the property or operations are safe, healthful or conform to acceptable engineering practices or are in compliance with any law, rule or regulation. The **Named Insured** agrees to provide appropriate personnel to assist the Underwriters representatives during any inspection.

XXIII. HEADINGS

The descriptions in the headings and subheadings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

XXIV. SERVICE OF SUIT

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due under this Insurance, Underwriters hereon, at the request of the **Insured**, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon Underwriters' representative, designated in Item 11. of the Declarations, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The Underwriters' representative designated in Item 11. of the Declarations is authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the **Insured** to give a written undertaking to the **Insured** that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his or her successor in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **Insured** or any beneficiary hereunder arising out of this contract of Insurance, and hereby designate the Underwriters' representative, designated in Item 11. of the Declarations, as the person to whom the said officer is authorized to mail such process or a true copy thereof.

XXV. CHOICE OF LAW

Any disputes involving this Policy shall be resolved applying the law designated in Item 12. of the Declarations.



AFB "ECLIPSE"
ENVIRO® COVERED LOCATION INSURANCE POLICY (SITE ENVIRONMENTAL)
NEW BUSINESS APPLICATION

Beazley USA, Inc.
30 Batterson Park Road
Farmington, CT 06032-2579

THIS APPLICATION IS FOR A POLICY PROVIDING COVERAGE ON A DISCOVERY AND/OR CLAIMS-MADE AND REPORTED BASIS DEPENDING UPON COVERAGE AS PROVIDED IN THE DECLARATIONS. PAYMENT OF COSTS FOR DEFENSE ERODES THE LIMITS OF LIABILITY.

SUBMISSION REQUIREMENTS (PROVIDE THE FOLLOWING):

- ☒ If Attached:
- ☒ Past two years financials including balance sheet and income statement
- ☐ Brochures and/or website address
- ☐ Five years of currently valued loss information and reports of any discharges, releases or spills that could reasonably be expected to result in claims for Damages, Claims Expenses and/or Cleanup Costs
- ☐ Copies of licenses and/or permits for regulated onsite operations
- ☐ SPCC Plans and/or Emergency Response Plans
- ☒ Copies of environmental assessment reports (e.g., Phase I/II ESAs, etc.)

APPLICANT INSTRUCTIONS

1. Use the "Tab" and/or "Arrow" key(s) and/or Highlight to progress through the data entry fields.
2. Answer all the questions; leave no blank spaces. Sections I - VI must be completed in their entirety and the application must be signed and dated. If you have up-to-date engineering reports (e.g., Phase I/II ESA reports, etc.), Section V does not need to be completed with the exception of listing provided reports, etc.
3. If any questions do not apply or the answer is "no," indicate such.
4. If multiple locations, answer the questions that pertain to any of the properties and attach a property schedule that lists location(s), description, use, age, acreage, # of buildings and SF under roof, etc.
5. Attach the following information if available:
 - a. Copies of environmental assessment reports and regulatory correspondence
 - b. Emergency response or spill contingency plans (if any)
 - c. Past two years audited financial statements
6. Multiple Covered Location(s) submission:
 - a. All information required for single covered location submission
 - b. Details of any due diligence process in use, to include a copy of any written procedures and/or policies
7. Additional Insureds:
 - a. Name and address
 - b. Relationship to Named Insured
8. If Business Interruption Coverage is desired, attach Business Interruption worksheet for each location(s).
9. For mold, attach Water Intrusion, Mold Prevention and Emergency Response Plan.

NOTICE TO NEW YORK APPLICANTS: The Policy, for which this Application is made, is a claims made policy. Upon termination of coverage for any reason, a 90-day automatic extension period will apply. For an additional premium, a three year optional extension period can be purchased as indicated in the Declarations, except as otherwise provided herein, this Policy only applies to claims first made or incidents reported during the Policy Period, the automatic extension period or, if applicable, the optional extension period. No coverage exists for claims made after termination of coverage and the automatic extension period unless, and to the extent, the optional extension period applies. No coverage will exist after the expiration of the automatic extension period or, if purchased, the optional extension period, which may result in a potential coverage gap if prior acts coverage is not subsequently provided by another insurer. During the first several years of a claims-made relationship, claims-made rates are comparatively lower than occurrence rates, and the Insured can expect substantial annual premium increases, independent of overall rate increases, until the claims-made relationship reaches maturity. The limit of liability available to pay damages or settlements shall be reduced and may be exhausted by claims expenses and claims expenses shall be applied to the deductible. The Insurer is not obligated to pay any damages and claims expenses after the limit of liability has been exhausted by payment of damages and claims expenses. Read this Policy carefully.

NOTICE TO MINNESOTA APPLICANTS: The Policy for which this Application is made is a claims made and reported policy subject to its terms. This Policy applies only to any claim first made against the Insureds during the Policy Period or optional extension period (if applicable) and report to the Insurer or the Insurer's agent or broker either during the Policy Period, within ninety (90) days after the expiration of the Policy Period, or during the optional extension period (if applicable). This means that only claims actually made during the Policy Period are covered unless coverage for an optional extension period is purchased. If an optional extension period is not made available to you, you risk having gaps in coverage when switching from one company to another. Moreover, even if such a reporting period is made available to you, you may still be personally liable for claims reported after the period expires. Claims made policies may not provide coverage for any acts, errors or omissions of the Insured, as specified in the applicable insuring clauses, committed on or after the Retroactive Date set forth in Item 6. of the Declarations. Rates for claims made policies are discounted in the early years of a policy, but increase steadily over time. Amounts incurred as claims expenses shall reduce and may exhaust the limit of liability and are subject to the deductible. Read this Policy carefully.

Fully answer all questions and submit all requested information. Terms appearing in bold face in this **Application** are defined in the Policy and have the same meaning in this **Application** as in the Policy. The terms 'you' and 'your' mean(s) **Named Insured** and "Applicant." If you do not have a copy of the Policy, request it from your agent or broker. This **Application**, including all materials submitted herewith, shall be held in confidence.

READ APPLICATION CAREFULLY AND FILL IT OUT COMPLETELY

SECTION I – GENERAL INFORMATION

1. Applicant Name (**Named Insured**): *Arkwin Industries, Inc.*

Mailing Address: *686 Main Street, Westbury, NY 11590*

Street Address: *Same*

Contact: *Steve Holbreich*

Title: *V.P. and General Counsel*

Telephone: *516-333-2640 x 208*

Fax: *516-997-4053*

Email: *sholbreich@arkwin.com*

Website: *www.arkwin.com*

Federal Employer Identification Number: *11-1696632*

EPA Identification Number (if Applicable): *NA for this site*

Tax Exempt: ☐ Yes ☒ No

If yes provide evidence of tax exempt status.

2. Firm is:

☐ Partnership ☒ Corporation ☐ JV ☐ Public ☒ Private ☐ LLC ☐ REIT ☐ REMIC ☐ Other

3. Revenues: Estimated (Ensuing Year) 2011 \$75m

(Previous Year) 2010 \$72m

Attach the Company's most recent annual report and marketing brochure and past two years audited financial statements.

4. Is the **Named Insured** a successor to a bankrupt entity? ☒ No ☐ Yes – If Yes, provide details along with name of predecessor entity:

SECTION II – COVERAGE SPECIFICATIONS

1. Limit of Liability (Each **Pollution Condition**)

☒ \$1,000,000 ☐ \$2,000,000 ☐ \$3,000,000 ☐ \$5,000,000 ☐ \$10,000,000 ☐ Other: \$

2. Limit of Liability (Aggregate for the Policy Period)

☐ \$1,000,000 ☒ \$2,000,000 ☐ \$3,000,000 ☐ \$5,000,000 ☐ \$10,000,000 ☐ Other: \$

3. Deductible (Each **Pollution Condition**)

☐ \$5,000 ☐ \$10,000 ☒ \$25,000 ☐ \$50,000 ☐ \$100,000 ☐ Other: \$

4. **Covered Location(s)** Description:

Covered Location(s)	Interest	Occupied by Named Insured
Name: Arkwin Industries, Inc.	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Partner <input type="checkbox"/> Lender	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Address: 710 Summa Avenue, Westbury, NY 11590		
Current Use: engineering and product development for aerospace industry. please see website for products		
Prior Use: Same		
Retroactive Date: None		
Name: NA	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Partner <input type="checkbox"/> Lender	<input type="checkbox"/> Yes <input type="checkbox"/> No
Address:		
Current Use:		
Prior Use:		
Name:	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Partner <input type="checkbox"/> Lender	<input type="checkbox"/> Yes <input type="checkbox"/> No
Address:		
Current Use:		
Prior Use:		
Retroactive Date:		
Name:	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Partner <input type="checkbox"/> Lender	<input type="checkbox"/> Yes <input type="checkbox"/> No
Address:		
Current Use:		
Prior Use:		
Retroactive Date:		

5. Proposed Effective Date: June 7, 2011

6. Policy Term:

☐ One Year ☒ Three Years ☐ Five Years ☐ Ten Years ☐ Other _ Years

7. Why is coverage being requested (e.g., operational exposure, transaction, financing, etc.)?
operational exposure; historically carried insurance

SECTION III – INFORCE POLLUTION COVERAGE

List current pollution coverage provided under other policies. Whether full pollution coverage or sudden/accidental named peril coverage, provide a copy of the policy and/or endorsements.

Current Carrier	Term (yrs)	Limits	Deductible	Premium
Indian Harbor Insurance co(XL)	3 years	\$1m/\$2m	\$25,000	\$24,693
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$

Has any Insurance Company denied, cancelled or non-renewed pollution liability coverage?

☐ No ☒ Yes – Provide Details: Carrier has decided that regional groundwater issue does not provide them with comfort for insuring due to EPA involvement.

SECTION IV – RECORD, COMPLIANCE HISTORY AND FUTURE SITE PLANS

1. Record:

- a. Have you ever been investigated, cited and/or prosecuted for contravention or violation of any standard or law relating to any release of pollutants?
☒ No ☐ Yes – Provide Details: *Applies to 710 Summa Avenue location*
- b. Have you ever had any pollution-related complaints and/or claims including, but not limited to, complaints/claims by private persons, entities, government agencies or other 3rd parties?
☒ No ☐ Yes – Provide Details: *Applies to 710 Summa Avenue location*
- c. Are you aware of any past or present contamination on, at, under or emanating from the location(s), or any circumstances, which may reasonably be expected to give rise to a claim or generate a request for coverage under this policy?
☒ No ☐ Yes – Provide Details: *710 Summa facility resides near the NCIA groundwater contaminated region*
- d. Are you aware of any Natural Resource Damage or any threat to sensitive habitat or Endangered Species? ☒ No ☐ Yes – Provide Details:

2. Compliance History:

- a. Have you received any notices of violation, fines, penalties, complaints or other enforcement actions regarding compliance with environmental laws within the past 5 years?
☒ No ☐ Yes – Provide Details: *Applies to 710 Summa Avenue location*
- b. Are there any statutes, standards, or other city, state and/or federal regulations relating to the protection of the environment with which you cannot at present comply?
☒ No ☐ Yes – Provide Details: *Applies to 710 Summa Avenue location*
- c. Have there been any past, present or planned remediation, monitoring, or sampling to investigate potential contamination?
☒ No ☐ Yes – Provide Details: *Applies to 710 Summa Avenue location*
- d. Have any prior environmental studies, reports, or audits been prepared for the location(s) listed herein? ☐ No ☒ Yes – If yes, attach copies and explain why the work was performed.

3. Current and Future Site Plans:

- a. Are there any current or future plans to sell or sublease the location(s) listed herein?
☒ No ☐ Yes – Provide Details:
- b. Is there a Purchase and Sale Agreement and/or Environmental Indemnification Agreement, either draft or final, being utilized in any pending transactions? ☒ No ☐ Yes – Provide Details and copies of Agreements:
- c. Are there any known plans for the current or future development, improvement, betterment, demolition or plans for changes in operations at the location(s) listed herein?
☒ No ☐ Yes – Provide Details:

SECTION V – DETAILED LOCATION(S) AND PROCEDURES INFORMATION

Attach any environmental audits or studies that have been conducted for each location listed herein. If these audits or studies were recently completed (within the past 18 months), this Section V does not have to be completed. In the table provided below, identify and list the documents in the following format: Author/Preparer; Preparing Company; Document Title; Date and note whether or not the document has been provided in its entirety (i.e., Tables, Appendices, Maps, Attachments, etc.).

Author/Preparer	Preparing Entity/Company	Document Title	Date	Complete or Partial Document Provided
<i>unknown</i>	<i>Eder Assoc</i>	<i>Site Investigation report; 710 Summa Ave</i>	<i>October 1994</i>	<input checked="" type="checkbox"/> Complete <input type="checkbox"/> Partial
				<input type="checkbox"/> Complete <input type="checkbox"/> Partial
				<input type="checkbox"/> Complete <input type="checkbox"/> Partial

1. Location(s) Description:

- Total acreage: *25k sf*
- Square footage under roof: *15k*
- What structures are currently on this location(s) (i.e., type, age, construction)?

Type	Age	Construction
<i>Single building</i>	<i>1960's</i>	<i>typical steel and cinderblock</i>

- List the current occupants and operations at this location(s):

Occupant	Operations	Length of Time at Location
<i>Arkwin</i>		<i>2000 to present</i>
		<i>1986 to 1994</i>

- How long have these operations been ongoing? *since 2000 and 1986 to 1994*
- Have there been any changes in operations within the past three (3) years?
☒ No ☐ Yes – Provide Details:
- Are there any planned changes in operations within the next three (3) years?
☒ No ☐ Yes – Provide Details:
- How long has the location(s) been in the Applicant's control? *since 2000*
- What types of operations have been performed at the location(s) in the past, if different than those described above, by either the Applicant or others? *See Survey provided*
- How long have those other operations been performed? *see survey provided*

2. Location(s) Setting (Attach Plot Plan):

- Provide a description of adjacent land use:
North: *See survey provided*
South:
East:
West:
- Are there any onsite or nearby surface water bodies (e.g., streams, lakes, wetlands, etc.)?
☒ No ☐ Yes – Provide Details:
- Are there any onsite or protected/sensitive environments in the area (e.g., parks, wildlife reserves, etc.)?
☒ No ☐ Yes – Provide Details:

- d. Are there any onsite or surface or groundwater uses in the area (e.g., drinking water wells, etc.)?
☒ No ☐ Yes – Provide Details:
- e. Is public water and sewer used onsite?
☐ No ☒ Yes – If "No," identify and describe current, in-place systems:
- f. Has a private well or septic system ever been used onsite?
☒ No ☐ Yes – Provide Details:
- g. Is the location(s) located within a 100-year flood plain? ☒ No ☐ Yes – If Yes, do you carry flood insurance coverage? ☐ Yes ☐ No
- h. Is the location(s) situated in an earthquake Zone 1, 2 or 3 as defined by ISO or an otherwise seismically active area? ☒ No ☐ Yes – If Yes, have you obtained earthquake coverage for the site(s) in question? ☐ Yes ☐ No
- i. If the location(s) is located in an Earthquake Zone 1, 2 or 3 as defined by ISO or otherwise seismically active area, describe any special precautions or emergency response procedures used to protect onsite equipment, tankage, secondary containment, chemical/waste storage areas, etc.:

3. Onsite Materials:

- a. Do you have any raw materials or process materials used at the location(s) (e.g., plating agents, degreasers, cleaning solvents, raw chemicals, etc.)? ☐ No ☒ Yes – If yes, complete the table below or attach spreadsheet documenting the equivalent:

Description of Material(s)	Tons/Volume per Year	Tons/Volume at Any One Time	Method of Storage	Secondary Containment
See survey provided				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

- b. Do all storage practices for raw materials, products and wastes meet all applicable local, state and/or federal requirements? ☒ Yes ☐ No – If no, provide explanation:
- c. Have you ever been cited for improper handling and/or storage of raw materials, products or waste? ☒ No ☐ Yes – Provide Details:
- d. Are there any materials or products which you have ceased to handle within the past 5 years?
☒ No ☐ Yes – Provide Details:

4. Tank Storage:

- a. Does this location(s) have any aboveground or underground storage tanks? ☒ No ☐ Yes – If yes, complete the following table:

AST or UST	Capacity	Contents	Age (yrs)	Construction	Base	Type of Secondary Containment	Volume of Secondary Containment	Tightness Test Anniversary

AST or UST	Capacity	Contents	Age (yrs)	Construction	Base	Type of Secondary Containment	Volume of Secondary Containment	Tightness Test Anniversary

- b. Describe any tank inventory control and/or testing methods used and attach latest tank test results:
- c. Are all underground storage tanks in compliance with the 1998 US EPA Standards and current state regulations for construction, leak detection, overflow protection and corrosion protection?
☐ Yes ☐ No – If No, identify tanks that are not in compliance:
- d. Are you aware of any tanks previously existing at the location(s), which have been removed or closed in place? ☐ No ☐ Yes – If yes, were the tanks closed in accordance with applicable local, state and federal regulations? ☐ Yes ☐ No

5. Location(s) Waste Generation, Air Emissions and Wastewater Discharges:

- a. Does the location generate, handle, store or dispose of any hazardous waste or materials? ☐
 No ☒ Yes – If yes, complete the chart below:

Contents	Amount per Year	Amount at Any One Time	Container Type	Secondary Containment	Disposal Method or Site
See Frenkel survey provided					

- b. Is the location(s) a permitted TSD Facility? ☒ No ☐ Yes

If yes, is the location(s) a permitted Landfill? ☐ No ☐ Yes

If yes complete the following:

- aa. Active ☐ or Inactive ☐
- bb. Types of waste (describe):
- cc. RCRA Subtitle C ☐ or D ☐
- dd. Acreage/cells open and closed (describe):
- ee. Leachate and landfill gas management (describe):
- ff. Life expectancy:
- c. Describe treatment, storage and/or handling processes/procedures for hazardous and non-hazardous wastes): NA
- d. Identify any past storage or disposal practices at the location(s):
☐ Lagoons ☐ Landfills ☐ Land Farming ☐ Pits ☐ Ponds ☐ Other – Describe: NA
- e. Identify effluent discharge points for wastewater and stormwater and attach discharge monitoring reports:

Discharge ID	Location(s)	Discharge Point
NA		

f. Identify air emissions (e.g., gasses, vapors, dust, etc.):

Air Emissions	Volume/Year	Collection and Treatment
NA		

- g. Do you have any groundwater monitoring activities at the location(s)? ☒ No ☐ Yes – If Yes, attach monitoring results for the past year and a map showing well locations.
- h. Do you have Quality Control/Assurance Procedures for inspecting incoming materials and/or waste? ☐ No ☐ Yes – If Yes, attach a copy.
- i. Are there any former or current operations at the location(s) that are subject to closure/post-closure requirements as per CFR, Title 40, or other state law or regulations?
☒ No ☐ Yes – If yes, provide copies of current Closure/Post-Closure Plans and evidence of financial responsibility.

6. Fire Detection/Suppression Systems and Procedures:

- a. Provide details of fire detection/suppression systems: *fully sprinklered with monitoring service*
- b. Are your employees trained in fire/spill response and use of PPE? ☐ No ☒ Yes
- c. Responding fire company: ☐ Paid ☒ Volunteer
- d. Does the responding fire company make regular planned visits to the location(s) and are they familiar with site emergency response procedures? ☐ No ☒ Yes
- e. Is there a plan with the fire department to control/contain run-off and fire suppression water?
☒ No ☐ Yes – If yes, describe and attach plan:

f. What is the distance to the nearest fire hydrant if no sprinkler system?

- g. Has the fire company been made aware of hazardous and incompatible materials used onsite?
☐ No ☒ Yes

7. Visitor Controls/Safety:

- a. Is there a procedure in place for controlling visitors while onsite and ensuring their supervision?
☐ No ☒ Yes – If Yes, describe: *all visitors are accompanied by employees at all times.*
- b. Are visitors informed or trained on exposures, safety evacuation routes and off-limit areas?
☒ No ☐ Yes
- c. Are there any subcontractors routinely engaged for operations and maintenance at the location(s)? ☒ No ☐ Yes

8. Site Security:

- a. Provide a detailed description of location(s) security controls (e.g., ID checks, access controls, guards, perimeter fencing, security cameras, etc.): *Access doors are locked and controlled by readable card keys*

9. Catastrophic Release/Risk Mitigation Plans:

- a. Has the location(s) developed a program to prevent catastrophic releases (e.g., risk management plan, BMPs, process safety management plan, etc.)? ☒ No ☐ Yes – Attach copies.

- b. Has the location(s) developed the following approved plans?
PPC and/or SPCC Plan ☒ No ☐ Yes; Corporate Safety and Health Plan ☒ No ☐ Yes
- c. Does the location(s) have other emergency response plans or procedures in place?
☐ No ☒ Yes – If yes, explain: *all employees are trained for risk management and spill control*
- d. Are employees trained on these emergency response plans? ☐ No ☒ Yes

SECTION VI – CLAIM AND CIRCUMSTANCE INFORMATION (FOR THE PURPOSES OF QUESTIONS 1 – 5 BELOW, “APPLICANT” INCLUDES THE ENTITY TOGETHER WITH ANY DIRECTOR, OFFICER, PARTNER OR MANAGER THEREOF)

1. Is the “Applicant” aware of any reportable spills, releases or discharges of any hazardous or regulated substance(s) or pollutant(s) occurring during the past five (5) years on, at, under or emanating from any location(s) for which this **Application** for insurance is being made?
☒ No ☐ Yes – If yes, describe in detail: *Applies to 710 Summa Avenue location*
2. Is the “Applicant” aware of any pollution or contamination on, at, under or emanating from, or adjacent to, any location(s) for which this **Application** for insurance is being made?
☒ No ☐ Yes – If yes describe in detail: *Applies to 710 Summa Avenue location*
3. During the past five (5) years, have there been any claims made against the “Applicant” as a result of the alleged or actual release of any hazardous or regulated substance(s) or pollutant(s) on, at, under or emanating from any location(s) for which this **Application** for insurance is being made?
☒ No ☐ Yes – If yes, describe in detail: *Applies to 710 Summa Avenue location*
4. During the past five (5) years, has the “Applicant” been, or is currently being, prosecuted for any violation of any law or standard pertaining or relating to the threatened or actual release of any hazardous or regulated substance(s) or pollutant(s) into the environment, and/or on, at, under or emanating from any location(s) for which this **Application** for insurance is being made?
☒ No ☐ Yes – If yes, describe in detail: *Applies to 710 Summa Avenue location*
5. Is the “Applicant” aware of any fact(s), circumstance(s), event(s) or situation(s), which could result in a claim(s) being made against it, or any other person or entity for whom coverage will be sought, arising from the threatened or actual release of any hazardous or regulated substance(s) or pollutant(s) into the environment, and/or on, at, under or emanating from any location(s) for which this **Application** for insurance is being made?
☒ No ☐ Yes – If yes, describe in detail: *Applies to 710 Summa Avenue location*

The undersigned declares that the statements set forth herein are true. For New Hampshire Applicants, the foregoing statement is limited to the best of the undersigned’s knowledge, after reasonable inquiry. The signing of this **Application** does not bind the undersigned to complete the insurance. It is represented that the statements contained in this **Application** and the materials submitted herewith are the basis of the contract should a policy be issued and have been relied upon by the Insurer in issuing any policy. The Insurer is authorized to make any investigation and inquiry in connection with this **Application** as it deems necessary. Nothing contained herein or incorporated herein by reference shall constitute notice of a claim or potential claim so as to trigger coverage under any contract of insurance.

This **Application** and materials submitted with it shall be retained on file with the Insurer and shall be deemed attached to and become part of the policy if issued. For North Carolina, Utah and Wisconsin and Applicants, such **Application** and materials are part of the policy, if issued, only if attached at issuance.

It is agreed in the event there is any material change in the answers to the questions contained in this **Application** prior to the effective date of the policy, the "Applicant" will immediately notify the Insurer in writing and any outstanding quotations may be modified or withdrawn at the Insurer's discretion.

FRAUD WARNINGS

ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT (S)HE IS FACILITATING A FRAUD AGAINST THE UNDERWRITER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.

NOTICE TO COLORADO APPLICANTS: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

NOTICE TO FLORIDA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY IN THE THIRD DEGREE.

NOTICE TO LOUISIANA AND MARYLAND APPLICANTS: ANY PERSON WHO KNOWINGLY AND WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY AND WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

NOTICE TO OKLAHOMA APPLICANTS: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

NOTICE TO PENNSYLVANIA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO NEW YORK AND KENTUCKY APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIMS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND NEW YORK APPLICANTS SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

Signed: 

Date: 6/7/11

Print Name: STEPHEN HOLBREICHT

Title: V.P. + GEN. COUNSEL

(Owner, Partner, Authorized Officer)

Provide the Insurance Agent's name and license number as designated.

Name of Insurance Agent

License Identification No.

Authorized Representative